


IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION AT MEMPHIS

FILED BY  D.C.  
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THOMAS M. GOULD  
CLERK, U.S. DISTRICT COURT  
W/D OF TN, MEMPHIS

CITICAPITAL COMMERCIAL CORPORATION  
f/k/a ASSOCIATES COMMERCIAL CORPORATION;  
CITICAPITAL COMMERCIAL LEASING CORPORATION  
f/k/a ASSOCIATES LEASING, INC.;  
and CITICORP DEL-LEASE, INC.

Plaintiffs,

vs.

CAUSE NO. 03-CV-2605 BA

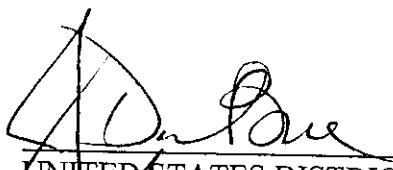
CTK, INC. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH;  
CTK SERVICES, LLC;  
EQUIPMENT ENGINEERING COMPANY;  
BERNARD PANCHIKAL,  
individually and d/b/a LIFT TRUCK SERVICE & RENTALS; and  
GEORGE TERRELL,

Defendants.

STIPULATED CONSENT ORDER  
OF FRCP 41(a) DISMISSAL WITHOUT PREJUDICE


Come now the parties hereto and announce to the Court that it is agreed and stipulated among them that the above-captioned matter should be dismissed without prejudice, subject and pursuant to the Settlement Agreement attached hereto as Exhibit A which is approved by the Court and incorporated herein, this Court retaining jurisdiction for the limited purpose of enforcement of same .

IT IS SO ORDERED.

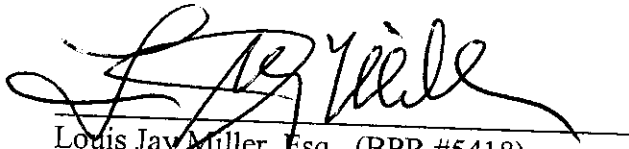
  
UNITED STATES DISTRICT JUDGE  
Date: July 31, 2005

**STIPULATED, AGREED AND APPROVED:**

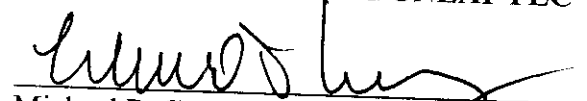
  
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**BERNARD PANCHIKAL**, individually  
and d/b/a Lift Truck Service & Rentals,  
Defendant

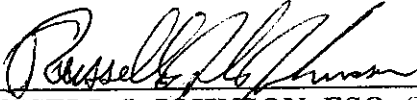
  
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**GEORGE TERRELL**, Defendant

**APPERSON, CRUMP & MAXWELL, PLC**

  
\_\_\_\_\_  
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CTK Services, LLC; and Equipment Engineering Company



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Attorneys for Defendant Bernard Panchikal,  
individually and d/b/a Lift Truck Service & Rentals

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) is entered into with an effective date of June 30, 2005, by and between CTK, Inc. d/b/a Lift X Technology and d/b/a Lift Truck Service & Rentals and d/b/a Toyota Lift South (“CTK, Inc.”) a Mississippi corporation having an address at 5625 E. Raines Road, Memphis, Tennessee 38115; CTK Services, LLC (“CTK Services”), a Tennessee limited liability company having an address at 5625 E. Raines Road, Memphis, Tennessee 38115; Equipment Engineering Company (“EEC”), a Tennessee corporation having an address at 5665 E. Raines Road, Memphis, Tennessee 38115 (CTK, Inc., CTK Services and EEC are collectively referred to herein as the “Corporate Obligors”); Bernard Panchikal (“Panchikal”), a Tennessee resident, having an address at 3221 Pointe Hill Cove, Memphis, Tennessee 38125; George M. Terrell (“Terrell”), a Tennessee resident having an address at 8840 River Rise Drive, Memphis, Tennessee 38018 (Panchikal and Terrell are each referred to herein as a “Guarantor” and collectively referred to herein as “Panchikal and Terrell” or “Guarantors”) (CTK Inc., CTK Services, EEC and Guarantors are collectively referred to herein as the “Obligors”) and CitiCapital Commercial Corporation (“CitiCapital Commercial”) a Delaware corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528; CitiCapital Commercial Leasing Corporation (“CitiCapital Leasing”) an Indiana corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528; CitiCorp Del-Lease, Inc. (“Del-Lease”) a Delaware corporation having an address at 450 Mamaroneck Avenue, Harrison, New York 10528 (CitiCapital Commercial, CitiCapital Leasing and Del-Lease are collectively referred to herein as the “CitiCapital Lenders”); BancorpSouth Bank (“BancorpSouth”), a Mississippi banking corporation with an office at One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804; Wachovia Bank, N.A. successor to SouthTrust Bank (“Wachovia”), a national banking association with an office at 6445 Poplar Avenue, Suite 203, Memphis, Tennessee 38119 (the CitiCapital Lenders, BancorpSouth and Wachovia are each referred to herein as a “Lender” and collectively referred to herein as the “Lenders”) and Jacques H. Belet, III and/or The Belet Group, Inc. and/or any new companies (“Newco”) which may be formed by Jacques H. Belet, III and/or any of his affiliates and collectively referred to as “Belet”. Together, all of the above-identified persons and entities shall be collectively referred to as the “Parties.”

## **BACKGROUND**

A. **WHEREAS** the CitiCapital Lenders initiated a lawsuit styled as CitiCapital Commercial Corp., et al. v. C.T.K., Inc. et al., pending in the United States District Court for the District of Tennessee, Case No. 03-CV-2605BA (the “District Court Action”).

B. **WHEREAS** Obligors have no defense, offset or counter-claim to the relief requested in the District Court Action.

C. **WHEREAS** the CitiCapital Lenders and Obligors entered into a (i) Forbearance Agreement as of January 1, 2004, and executed on March 23, 2004 (the “Forbearance Agreement”); (ii) an Extension to Forbearance Agreement on June 21, 2004 (the “First Extension”); (iii) a Second Extension to Forbearance Agreement on July 30, 2004 (the “Second Extension”); and (iv) a Third Extension to Forbearance Agreement on September 10, 2004 (the

"Third Extension"); (the Forbearance Agreement and the First Extension, the Second Extension, and the Third Extension shall be collectively referred to as the "Forbearance Agreements"). Unless otherwise expressly noted, all defined terms contained herein shall have the meanings ascribed to them in the Forbearance Agreement, adapted, as the context may require, to be applicable not only to the CitiCapital Lenders but also to BancorpSouth and Wachovia. The term "Loan Documents" as referenced in the Forbearance Agreements refers to the "CitiCapital Lenders' Loan Documents" and the term "Collateral" as referenced in the Forbearance Agreements refers to the "CitiCapital Lenders' Collateral".

D. **WHEREAS** Obligors are indebted to BancorpSouth on the following obligations: (i) a loan in the original principal amount of \$1,150,275.41 evidenced by that certain Seventh Modification Agreement dated March 29, 2005 and all documents referenced therein; (ii) a loan in the original principal amount of \$968,730.22 evidenced by that certain Fifth Modification Agreement dated March 29, 2005 and all documents referenced therein; (iii) a loan in the original principal amount of \$1,990,735.96 evidenced by that certain First Modification Agreement dated March 29, 2005 and all documents referenced therein; (iv) a loan in the original principal amount of \$129,005.51 evidenced by that certain Promissory Note dated July 23, 1999 together with any renewals, amendments or modifications thereof and all documents referenced therein; and (v) a loan in the original principal amount of \$237,204.55 evidenced by that certain Note dated August 17, 2004 and all documents referenced therein (all of which loans, agreements, notes, and documents referenced therein are hereinafter referred to collectively as, the "BancorpSouth Loan Documents").

E. **WHEREAS** CTK Services is indebted to Wachovia with respect to a loan dated October 22, 2001, in the original principal amount of \$215,740.64 which was modified and extended on March 12, 2004, and which is evidenced by certain loan documents executed by the Obligors in connection therewith including a Promissory Note in the principal amount of \$77,142.50, together with all renewals, amendments or modifications thereof and all documents referenced therein (the "Wachovia Loan Documents") (the "Wachovia Loan Documents") (the CitiCapital Lenders' Loan Documents, the BancorpSouth Loan Documents and the Wachovia Loan Documents shall be collectively referred to as the "Lenders' Loan Documents" and any and all collateral in which Lenders have an interest shall be referred to as "Lenders' Collateral").

F. **WHEREAS** Belet was hired as a turnaround consultant assist the Corporate Obligors with a financial restructuring with a view toward maximizing the value of the assets of the Corporate Obligors.

G. **WHEREAS** the Obligors have agreed to the turnover of Lenders' Collateral under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for One Dollar (\$1.00), the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Recitals.** The parties agree that the recitals set forth hereinabove are incorporated herein by reference as if fully set forth herein and are a part of this Agreement.

2. **Enforcement of Lenders' Rights.** Obligors agree to surrender and make available to the Lenders any and all of Lenders' Collateral of any type or nature in which Lenders, or any of them, maintain a lien or security interest so that each Lender, as the case may be, can exercise its rights under its Lenders' Loan Documents, including the right to dispose of the Lenders' Collateral pursuant to applicable law, including Article 9 of the Uniform Commercial Code, whether by auction, private sale, foreclosure, strict foreclosure or otherwise, at the Lenders' sole and exclusive election and at such time as may be requested by each Lender.

3. **Obligors' Consent and Cooperation.** Obligors, including Panchikal and Terrell, agree that they will cooperate fully with the disposition and liquidation of the Lenders' Collateral through the completion of the disposition and liquidation. In addition, Obligors, including Panchikal and Terrell, will provide information as requested from time to time both prior and subsequent to the enforcement of Lenders' rights as provided in this Agreement and assist Lenders and their respective assigns and/or transferees (including purchasers at auction, private sale, or foreclosure) with pending or future litigation matters (including but not limited to the Romark Toyota Financial Services, Richard Carver, William Payne matters) arising from or relating to the operation of the Obligors' business, including providing testimony and information in connection with the litigation and assisting with responses to discovery demands, and attending trial. Obligors acknowledge that they will not be compensated for the duties that they are required to perform under this Agreement. Obligors, including Panchikal and Terrell, will not interfere with Lenders' efforts to recover, sell, transfer, liquidate or otherwise realize upon the Lenders' Collateral.

4. **Lenders' Loan Documents Still In Force.** The Obligors confirm and acknowledge that the Lenders' Loan Documents are in full force and effect as of the date hereof and shall remain in full force and effect, except as expressly modified in this Agreement and all documents executed in connection with or referred to in this Agreement (hereinafter, the "Related Documents").

5. **Debt Acknowledgement.**

(a) Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the CitiCapital Lenders' Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against the CitiCapital Lenders under the CitiCapital Lenders' Loan Documents; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the CitiCapital Lenders' Loan Documents is due and payable together with interest and other costs associated therewith; (vi) Lenders have an absolute right to pursue their remedies; (vii) as of April 18, 2005 the sum of \$2,441,518 was due and owing under the CitiCapital Lenders' Loan Documents to the CitiCapital Lenders,, such amount including principal, interest, late charges and attorneys fees; and (viii) all other interest, default interest, cost expenses required to be paid pursuant to the CitiCapital Lenders' Loan Documents accruing both before and after April 18, 2005 is due and owing to the CitiCapital Lenders (collectively, all amounts presently owed, or that may become due at any time in the future, to any one or more of the CitiCapital Lenders



from any one or more of the Obligors under the CitiCapital Lenders' Loan Documents shall be referred to herein as the "CitiCapital Secured Indebtedness").

(b) Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the BancorpSouth Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against BancorpSouth under BancorpSouth Loan Documents or otherwise; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the BancorpSouth Loan Documents is due and payable together with interest and other costs associated therewith; (vi) BancorpSouth has an absolute right to pursue its remedies; (vii) as of May 16, 2005 the sum of \$2,158,814.58 was due and owing in full under the BancorpSouth Loan Documents to the BancorpSouth, said sum being comprised of principal in the amount of \$2,150,004.52 and accrued interest in the amount of \$8,810.06. Said sum does not include interest accruing from and after May 16, 2005, attorneys' fees, costs and expenses of collection, amounts which have been or may hereafter be advanced pursuant to the terms of the BancorpSouth Loan Documents for payment of ad valorem property taxes or insurance, or any other amount whatsoever for which Obligors are obligated or may hereafter become obligated to pay pursuant to any of the BancorpSouth Loan Documents (collectively, all amounts presently owed, or that may become due at any time in the future, to BancorpSouth from any one or more of the Obligors under the BancorpSouth Loan Documents shall be referred to herein as the "BancorpSouth Secured Indebtedness").

(c) Obligors acknowledge, covenant and agree that (i) they are in material default under the terms and conditions of the Wachovia Loan Documents; (ii) they are unable to cure the defaults; (iii) they have no offsets, claims or defenses against Wachovia pursuant to the Wachovia Loan Documents; (iv) all grace periods, if any, have expired; (v) by virtue of the defaults, the entire outstanding principal balance under the Wachovia Loan Documents is due and payable together with interest and other costs associated therewith; (vi) Lenders have an absolute right to pursue their remedies; (vii) as of June 13, 2005 the sum of \$48,892.74 was due and owing in full under the Wachovia Loan Documents to the Wachovia, such amount including principal and interest and (viii) all other interest, default interest, cost expenses required to be paid pursuant to the Wachovia Loan Documents accruing both before and after June 13, 2005 is due and owing to the Wachovia Lenders (collectively, all amounts presently owned, or that may become due at any time in the future, to any one or more of the Wachovia from any one or more of the Obligors under the Wachovia Loan Documents shall be referred to herein as the "Wachovia Secured Indebtedness) (the CitiCapital Secured Indebtedness, the BancorpSouth Secured Indebtedness and the Wachovia Secured Indebtedness shall be collectively referred to as the "Secured Indebtedness").

(d) Panchikal and Terrell, as Guarantors, each acknowledge, covenant and agree as follows: (i) the Corporate Obligors are in default of the obligations guaranteed by Panchikal and Terrell; (ii) each is jointly, severally and unconditionally obligated for the Secured Indebtedness without setoff, counterclaim or defense; (iii) the amount due and owing pursuant to any guaranty is set forth in this Paragraph 5; and (iv) the obligations pursuant to any guaranty are a valid and binding obligation of each Guarantor, jointly, severally and in the alternative. The parties contemplate that all obligations of Panchikal and Terrell, as Guarantors, for the Secured

Indebtedness shall be released according the terms and conditions described below in this Agreement.

6. **Additional Representations and Warranties.** The Obligors, including Panchikal and Terrell, hereby represent and warrant as follows:

(a) This Agreement and the Lenders' Loan Documents (collectively, the "Documents"), constitute legal, valid and binding obligations of each party hereto and are enforceable against such party in accordance with their respective terms.

(b) None of the Obligors has a defense, counterclaim or offset of any type or nature with respect to the Documents or enforcement thereof. To the best of each Obligor's knowledge, Lenders have fully performed all of their obligations under the Documents and are not in default or breach of any obligation to Obligors under the Documents or otherwise.

(c) The Corporate Obligors each have the corporate authority, and have been duly authorized by all requisite corporate action, to execute and deliver this Agreement and to perform their obligations hereunder. This Agreement has been duly executed and delivered by the Obligors.

(d) The Obligors' execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation, agreement or court order to which and Obligors are subject, (ii) conflict with or result in a breach of any of the Obligors' Articles of Incorporation, By-laws, Operating Agreements or any agreement or instrument to which any of the Obligors are a party or by which it or its properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of any Obligor, whether now owned or hereafter acquired, other than liens in favor of the Lenders.

(e) The Lenders have a valid lien and security interest in all Lenders' Collateral, and the Obligors expressly reaffirm all security interests and liens granted to Lenders pursuant to the Lenders' Loan Documents.

(f) Obligors acknowledge that they are making all decisions with respect to Obligors' business and that the terms and conditions set forth herein are reasonable and beneficial to the business of the Obligors. Obligors acknowledge that they have no claim of any type or nature arising from or relating to the implementation of the terms and conditions of this Agreement.

(g) Obligors agree that they shall not raise, allege or assert any claims or counterclaims, offsets or defenses of any kind against Lenders arising out of the Documents. To the fullest extent permitted by law, Obligors waive all present and future defenses, offsets, claims and counterclaims in any action or proceeding commenced by Lenders to enforce their rights under the Documents, including the recovery and disposition of the Lenders' Collateral, and Obligors, Panchikal and Terrell further waive their right to contest any actions commenced by Lenders to recover and/or dispose of the Lenders' Collateral. Obligors will not take any action to impede, delay or hinder such actions by Lenders or sales of the Lenders' Collateral.



(h) Obligors hereby waive and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that it may have to contest (a) any defaults which could be declared by the Lenders; (b) any provision of the Lenders' Loan Documents; (c) the security interests of the Lenders in any Lenders' Collateral, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with the Lenders' Collateral; or (d) the conduct of the Lenders in administering any loans or financial accommodations.

(i) Obligors know of no claims, suits or causes of action to be filed against the Corporate Obligors, except as otherwise disclosed on **Exhibit A** attached hereto and excluding the claims of Lenders.

7. **Commercially Reasonable Disposition.** The Obligors hereby covenant and agree that any disposition by Lenders of the Lenders' Collateral by shall be deemed commercially reasonable and Obligors knowingly and intelligently waive and renounce all of their rights under UCC 9-627 regarding determination of the commercial reasonableness of any disposition by Lenders. The Obligors stipulate and acknowledge that such sale may be to Lenders, to Belet, or to any entity designated by Lenders.

8. **Waiver of Notice of Sale or Disposition.**

(a) The Obligors knowingly and intelligently waive and renounce all of their rights to notification under UCC Section 9-611 as to the sale or other disposition of the Lenders' Collateral and under UCC Sections 9-620 and 9-621 regarding acceptance of the Lenders' Collateral as discharge of the Secured Indebtedness of the Obligors.

(b) The Obligors hereby confirm that the foregoing waiver was made in accordance with UCC Section 9-624(a) and that this Agreement constitutes a valid agreement regarding such waiver entered into and authenticated after default under the Lenders' Loan Documents.

9. **Waiver of Right of Redemption.**

(a) The Obligors hereby knowingly and intelligently waive and renounce any and all rights to redeem the Lenders' Collateral, whether under UCC Section 9-623 or otherwise, and any rights they may have to notice and hearing before a court of competent jurisdiction on any and all issues arising from, relating to or in connection with Lenders' Collateral.

(b) The Obligors hereby confirm that the foregoing waiver was made in accordance with UCC Section 9-624(c) and that this Agreement constitutes a valid agreement regarding such waiver entered into and authenticated after default under the Lenders' Loan Documents.

10. **Waiver of Remedies.** The Obligors hereby knowingly and intelligently waive and renounce any and all rights, whether under UCC Section 9 625 or other applicable law, to,

inter alia, obtain judicial orders and recover damages on any and all issues arising from, relating to or in connection with the Lenders' Loan Documents relating to the Lenders' Collateral.

11. **UCC Mandatory Disposition Provisions Inapplicable.** The Parties hereto agree that UCC (as defined herein) Section 9-620(e) is inapplicable to the surrender and repossession of the Lenders' Collateral.

12. **UCC Acceptance of Collateral Provisions Inapplicable.** The Parties hereto agree that the rights and obligations of the parties with respect to the surrender and repossession of the Lenders' Collateral in accordance with this Agreement shall be governed by this Agreement and the provisions of UCC 9-620 regarding acceptance of collateral shall not apply to the transactions contemplated by this Agreement.

13. **No Waiver.** No negotiations or actions (including, but not limited to, any payments made to Lenders by the Obligors) taken before or after the entry of this Agreement, shall constitute a waiver of any party's rights under the Lenders' Loan Documents. The failure or omission of the Lenders to exercise in one or more instances, any right or option given under this Agreement, or under the Lenders' Loan Documents, either before or after the entry of this Agreement, shall not be construed as a waiver or relinquishment of such right or option in the case of any other default, but the right to such further right or option shall remain in full force and effect. Except as otherwise specifically provided in this Agreement, the Lenders do not hereby waive any rights or remedies which they have or may now or hereafter have under the Lenders' Loan Documents or under any other existing agreements by and among anyone or more of the undersigned parties to this Agreement, and all terms and provisions of such agreements and instruments shall remain in full force and effect.

14. **Amendments.** The Parties covenant that this Agreement and the Lenders' Loan Documents shall only be amended or modified in writing.

15. **Obligations of Panchikal and Terrell to Return Lenders' Collateral.** Panchikal and Terrell represent that they are not in possession of Lenders' Collateral other than the items referenced on **Exhibit "B"**. Panchikal agrees that he shall deliver to the CitiCapital Lenders the vehicles, along with the title, registration documents and keys therefore, identified on **Exhibit "B"** attached hereto. Panchikal and Terrell shall execute and deliver such title and registration documents and other documents reasonably requested. Further, Panchikal and Terrell represent that they will not take control or possession of any Lenders' Collateral following the execution of this Agreement.

16. **Events of Default.** Failure by the Obligors, including Panchikal and Terrell, to deliver properly executed documents as either requested or as set forth herein, or the failure by any Obligors, Panchikal and Terrell to perform, observe or meet any of the covenants as set forth in this Agreement, or the failure of the Obligors, including Panchikal and Terrell to cooperate, or the filing of a bankruptcy, receivership, assignment proceeding or other type of insolvency proceeding under state or federal law for any or each of the Obligors, or any representation or

statement made by Obligors in this Agreement is found to be materially false, shall constitute an event of default under this Agreement (hereinafter referred to as an "Event of Default" or collectively, as the "Events of Default").

**17. Lenders' Loan Documents.**

(a) It is hereby expressly acknowledged and agreed that in accordance with the CitiCapital Lenders' Loan Documents and Related Documents, the CitiCapital Lenders are fully secured with a first lien and security interest with respect to the CitiCapital Lenders' Collateral, including, but not limited to, that which is set forth on **Exhibit "C"** annexed hereto.

(b) It is hereby expressly acknowledged and agreed that in accordance with the BancorpSouth Lenders' Loan Documents and Related Documents, the BancorpSouth Lenders are fully secured with a first lien and security interest with respect to the BancorpSouth Collateral, including, but not limited to, that which is as set forth on **Exhibit "D"** annexed hereto.

(c) It is hereby expressly acknowledged and agreed that in accordance with the Wachovia Lenders' Loan Documents and Related Documents, the Wachovia Lenders are fully secured with a first lien and security interest with respect to the Wachovia Collateral, including, but not limited to, that which is as set forth on **Exhibit "E"** annexed hereto.

**18. Cooperation and Assistance.** Obligors, including Panchikal and Terrell, agree to cooperate and assist the Lenders to carry out the terms of this Agreement. The cooperation and assistance shall include, but is not limited to, disclosure of all information and delivery of all documentation which the Lenders may reasonably request relating to the Lenders' Collateral, business operation and business affairs and any litigation arising out of or related to the Obligors' business operation or affairs. Such cooperation shall further include providing authorization necessary to assist or enable the Lenders to exercise their rights and will further include communication and instructions to all other persons and entities requesting them to cooperate with the Lenders. Obligors, including Panchikal and Terrell, shall refrain from taking any actions or communication with other persons or entities in any manner which would be adverse to the intentions of the Lenders as set forth in this Agreement. Obligors, including Panchikal and Terrell, shall refrain taking any action, participating in any manner or authorizing or directing the filing of a bankruptcy, receivership, assignment proceeding or other type of insolvency proceeding under state or federal law for any or each of the Obligors. Obligors, including Panchikal and Terrell, shall agree to execute any authorizations, documents or other instrument reasonably required by the Lenders to effectuate the terms and conditions of this Agreement. The obligation to cooperate and assist shall continue until the objectives of this Agreement have been satisfied fully, in the sole and absolute discretion of Lenders.

19. **Waiver of Claims and Delivery of Releases.**

(a) Obligors, including Panchikal and Terrell, each hereby waive any and every right to assert or interpose any claim, defense, objection, offset or counterclaim of any kind or nature in any action or legal proceedings between or among the Lenders or any of their affiliates and any other party or parties hereto arising out of or relating to this Agreement or any or all of the Lenders' Loan Documents, Related Documents and any transactions contemplated hereby or thereby, any other document made in connection herewith or therewith or any right or remedy the Lenders may exercise hereunder or thereunder or permitted by law.

(b) Obligors, including Panchikal and Terrell, each agrees to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against each of the Lenders and/or any of their affiliates and/or any of their employees, officers, directors, agents, representatives, (collectively the "Lender Releasees") arising at any time from the beginning of the world to the date of this Agreement, including but not limited to any such claims any of such Obligors have or may have with respect to the lending and/or business relationship between any of them and any of the Lender Releasees. Obligors, including Panchikal and Terrell shall, upon the execution of this Agreement, deliver to the Lenders, a fully executed release in a proper form fully acceptable to the Lender Releasees.

(c) Obligors, including Panchikal and Terrell, each agree to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against Jacques H. Belet, III and/or The Belet Group, Inc. and/or any new companies ("Newco") which may be formed by Jacques H. Belet, III, and/or any of its companies, affiliates and/or any of their employees, officers, directors, agents, representatives, (collectively, the "Belet Releasees") arising at any time from the beginning of the world as it relates to the entities involved but not limited to the Corporate Obligors, including but not limited to any such claims any of such Obligors and Guarantors have or may have with respect to the business relationship between any of them and any of the Belet Releasees (the "Belet Release"). All parties to this Agreement acknowledge that Jacques H. Belet, III will be forming a new company called "Newco" which may or may not be a successful bidder at a foreclosure sale and/or private sale. If "Newco" is the successful bidder, all parties acknowledge that Belet and/or Newco will be performing a continued liquidation of the assets for maximization of recovery for all Lenders. Panchikal and Terrell, individually and as guarantors, acknowledge that there will be no recoupment of funds, no limitation of liability and/or no release from liability on their behalf beyond what is specifically provided for in this Agreement. Obligors and Guarantors shall, upon the execution of this Agreement, deliver to the Belet Releasees, a fully executed release in a proper form fully acceptable to the Belet Releasees.

(d) Lenders each agree to release, waive, and forever discharge any and all claims, rights, demands, and causes of action, known or unknown, fixed or contingent, which each of them has or may have, or claim to have against the Belet Releasees arising at any time from the beginning of the world to the date of this Agreement as it relates to the Obligors' business. Lenders shall, upon the execution of this Agreement, deliver to the Belet Releasees, a fully executed release.



(e) Obligors, including Panchikal and Terrell, each hereby waive and affirmatively agree not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that they may have, as of the date hereof, to contest (i) any "Events of Default" under the Lenders' Loan Documents which could be declared by Lenders at the date hereof; (ii) any provision of the Lenders' Loan Documents, this Agreement or the Related Documents; (iii) the right of Lenders to recover the Lenders' Collateral (as defined in the Lenders' Loan Documents and Related Documents) and its proceeds; (iv) the security interest of Lenders in the Lenders' Collateral, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with thereto; (v) the conduct of Lenders in administering the financing arrangements by and between Obligors and Lenders; or (vi) the disposition of the Lenders' Collateral.

20. **Release to Panchikal and Terrell**. Lenders shall provide Panchikal and Terrell with a complete and full release (the "Panchikal and Terrell Release") from any and all of their joint or several obligations as Guarantors, if applicable, or individually for the Secured Indebtedness or any other obligations to any of the Lenders relating directly or indirectly to such Secured Indebtedness, except that Panchikal and Terrell shall not be released from any obligations under this Agreement. The Panchikal and Terrell Release shall be held in escrow by counsel for CitiCapital Lenders pending the complete and full disposition of the Lenders' Collateral contemplated by this Agreement and on the condition no Event of Default has occurred prior to that time. The Panchikal and Terrell Release shall be effective upon release from escrow. Each Lender warrants and represents that so long as there has been no Event of Default under this Agreement and this Agreement has not been rescinded, the Lender will not seek to enforce any of the obligations of Panchikal and/or Terrell with respect to the Secured Indebtedness at any time prior to the release of the Panchikal and Terrell Release from escrow. The Panchikal and Terrell Release shall be rescinded and of no further force and effect if the conveyance of Lenders' Collateral is avoided or if any of the Lenders are required to disgorge any proceeds from the liquidation of the Lenders' Collateral in connection with any preference, fraudulent conveyance or other avoidance action in any state or federal court commenced by, on behalf of or against the Obligors or either or both of Panchikal and Terrell. Notwithstanding any other provision set forth herein the Panchikal and Terrell Release shall not release any party in connection with the default or failure of performance in the terms, conditions and provisions set forth in this Agreement. A copy of the form of Panchikal and Terrell Release is attached hereto as **Exhibit "F"**.

21. **Nonsolicitation, Nondisclosure, and Noncompetition Clause.**

Guarantors acknowledge and agree that the Corporate Obligors are in the business of selling, leasing, servicing, and maintaining material handling equipment. Guarantors acknowledge that: (1) the products are highly specialized items; (2) the identity and particular needs of the customers are not generally known in the marketplace; (3) the Corporate Obligors have a proprietary interest in the identity of its customers and customer lists; and (4) documents and information regarding the Corporate Obligors' methods of production, sales, pricing, costs, and the specialized requirements of its customers are highly confidential and constitute trade secrets. Guarantors acknowledge that such confidential information is a valuable asset and the use of such information by a competitor could result in serious damage and injury to the recovery



of the Lenders, Obligors and Guarantors. The Parties hereto agree as follows:

**a. Covenants:**

- (i) **Covenant Not To Disclose:** The Guarantors covenant and agree that they shall not use, sell, discuss, transfer, disclose or deliver to any person, partnership, media representative, joint venture, corporation or other entity any confidential information pertaining to the material handling business of the Corporate Obligors learned or acquired by the Guarantors heretofore or hereafter, directly or indirectly, from the Corporate Obligors, including, without limitation, any information, knowledge and/or data (i.) of a technical nature, including but not limited to, proprietary methods of managing collections and their exhibits, methods of processing and handling materials, know-how, formulae, compositions, discoveries, inventions, computer programs and similar items or research projects; (ii.) of a business nature, including but not limited to, information regarding costs, purchasing, revenues, expenses, marketing, types of items purchased or sold, sales or customers, employees, officers, or directors; or (iii.) pertaining to future developments, including but not limited to, research and development, expansion, and strategic plans (the "Confidential Information"), except with the Corporate Obligor's express written consent and except for Confidential Information which at the time of receipt or thereafter becomes publicly known, through no wrongful act of the Guarantors. The Guarantors further agree that upon execution of this document, the Guarantors shall deliver any and all documents, records and papers and all copies to an authorized representative of the Corporate Obligors.
- (ii) **Covenant Not To Solicit Employees.** The Guarantors covenant and agree that they will not induce or attempt to induce any present or future employee of the Corporate Obligors, or any employee of the entity or person that may purchase the Corporate Obligors' assets, to terminate his or her employment with the business nor will they hire any such employee.
- (iii) **Covenant Not To Compete.** Guarantors will not engage, directly or indirectly, in any aspect of the material handling or lift truck business or any substantially similar operation having an office within the territory of the Corporate Obligors, i.e. all of the State of Mississippi, Western Tennessee (all counties west of the Tennessee River) and Eastern Arkansas (all counties east of Little Rock) within a three (3) year period following the date of this Settlement Agreement.

Guarantors shall not, as an officer, stockholder, director, employee, broker, representative, partner, sole proprietor or in any other manner or capacity, directly or indirectly, call upon any customer of Corporate Obligors, or within any territories in which corporate obligors normally sale or distribute such products, for the purpose of brokering, soliciting, or selling any products normally associated with the material handling or lift truck business.

- (iv) **Covenant Not To Interfere or Disparage:** Guarantors will not engage or participate in any activity, transaction, or practice that is intended to or is likely to result in the interference with the material handling business of the Corporate Obligors. Likewise, Guarantors will not communicate or otherwise publish any information that is designed, intended, or reasonably likely to be understood or interpreted as disparaging or derogatory of the Corporate Obligors or their material handling business, employees, officers, or agents.
- b. **Reasonableness.** The Guarantors acknowledge and agree that the restrictions contained herein 1 are reasonable in scope and effect and are necessary for the proper protection of the assets and goodwill of the material handling businesses conducted by the Corporate Obligors. This Agreement is ancillary to the sale of the assets of a business and is a vital component of the sale. The Guarantors also acknowledge that these restrictions will not deprive the Guarantors of the means and suitability of supporting and maintaining themselves or their families.
- c. **Term.** Except as referenced in Paragraph 21(a)(iii) above, the duration of the restrictions above shall be five (5) years, commencing on the date of execution of this Agreement by all parties.
- d. **Enforcement.** It is the express intention of the Parties to this Agreement to comply with all laws applicable to the covenants contained herein. If any of the covenants contained herein is found to exceed that, such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawfully constituted authority to reflect a lawful and enforceable duration or scope, and such covenant automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court or authority. If any one or more of the provisions contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- e. **Specific performance.** The Guarantors understand and agree that the restrictions contained herein are a reasonable and necessary protection of the legitimate interests of the Corporate Obligors and that any failure of the Guarantors to comply with the requirements of this Agreement will cause the Corporate Obligors irreparable injury. Accordingly, the Guarantors agree that the Corporate Obligors shall be entitled as a matter of right to specific performance of the requirements of this Agreement or to temporary or permanent injunctive relief against any breach or attempted breach of Paragraph 1 by the Guarantors without the necessity of posting bond or proving actual damages. Such right to specific performance or an injunction shall be cumulative and in addition to any other remedies the Corporate Obligors may have. The Guarantors agree to pay all court costs and reasonable attorneys' fees incurred by the Corporate Obligors in obtaining specific performance of, or any injunction against a violation of the

requirements of this Agreement.

- f. **Corporation's Purchaser.** The Parties acknowledge and understand that the assets of the Corporate Obligors are to be sold at a private sale. These covenants are intended to create rights and benefits in the Corporate Obligors, their employees, officers, and directors and in all subsidiaries and other entities controlled, directly or indirectly, by the Corporate Obligors or any newly formed companies which may purchase the assets of the Corporate Obligors at a public or private sale ("Purchaser"). As such, Purchaser shall be entitled to enforce the terms and provisions contained in this Agreement. All terms and covenants shall be for the benefit of Purchaser as well as the Corporate Obligors.

22. **Consent of Panchikal and Terrell.** Each of Panchikal and Terrell, in his capacity as guarantor, consents to each and every term and provision of this Agreement, and the Related Documents as well as to all actions and transactions required or contemplated under this Agreement, the Related Documents and all documents executed in connection herewith or therewith.

23. **Authority.**

a. Of the Obligors. As a material inducement to the Lenders to enter this Agreement, Obligors, Panchikal and Terrell represent and warrant to the Lenders that:

(i) CTK, Inc. is a corporation of the State of Mississippi duly organized, validly existing and in good standing under the laws of the State of Mississippi.

(ii) CTK Services is a limited liability company of the State of Tennessee duly organized, validly existing and in good standing under the laws of the State of Tennessee.

(iii) EEC is a corporation of the State of Tennessee duly organized, validly existing and in good standing under the laws of the State of Tennessee.

(iv) Obligors have all of the power and authority to execute, deliver and perform this Agreement and all other Related Documents which documents are binding and valid obligations of the Obligors, and have taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other Related Documents.

(v) The consummation of the transactions herein contemplated and the performance or observance of obligations of the Obligors under the Lenders' Loan Documents, this Agreement, and Related Documents or the transactions contemplated herein to which any of the Obligors are a party: (i) have been duly authorized by all necessary action on the part of Obligors; (ii) will not conflict with or result in a breach of or default under any injunction, or decree of any court or governmental instrumentality, or any agreement or instrument to which any of Obligors, including Panchikal and Terrell, are now a party or is subject; and (iii) will not (except to the extent provided in this Agreement) result in the creation or imposition of any lien,

charge, or encumbrance of any nature whatsoever upon any of the property or assets of any of the Obligors pursuant to the terms of any such agreement or instrument

(vi) To the extent any consent, approval, order, or authorization or registration, declaration, or filing with any governmental authority or other person or legal entity is required in connection with the valid execution and delivery of this Agreement or the carrying out or performance of any of the transactions required or contemplated by this Agreement, and Related Documents, all such consents, approvals, orders or authorizations shall have been obtained or all such registrations, declaration, or filings shall have been accomplished prior to the execution of this Agreement and Related Documents. If any of the foregoing representations and warranties should be false or misleading in any material way, same shall constitute an Event of Default under this Agreement.

b. Of each Lender. Each Lender represents and warrants to the Obligors that:

(i) The Lender is a valid corporation under applicable state or federal law, and has been duly organized and is validly existing and in good standing under the laws of that state of organization.

(ii) The Lender has all of the power and authority to execute, deliver and perform this Agreement and all other Related Documents, which documents are binding and valid obligations of the Lender, and have taken all necessary action to authorize the execution, delivery and performance of this Agreement and all other Related Documents.

(iii) The consummation of the transactions herein contemplated to which the Lender is party: (i) have been duly authorized by all necessary action on the part of the Lender; and (ii) will not conflict with or result in a breach of or default under any injunction, or decree of any court or governmental instrumentality, or any agreement or instrument to which the Lender is now a party or is subject.

(iv) To the extent any consent, approval, order, or authorization or registration, declaration, or filing with any governmental authority or other person or legal entity is required in connection with the valid execution and delivery of this Agreement or the carrying out or performance of any of the transactions required or contemplated by this Agreement, and Related Documents, all such consents, approvals, orders or authorizations shall have been obtained or all such registrations, declaration, or filings shall have been accomplished prior to the entry of this Agreement and Related Documents.

24. **District Court Action.** This Agreement will be part of a stipulated settlement in the District Court Action. The District Court Action will be dismissed without prejudice subject to the terms of the Agreement which may be enforced by the District Court, in its discretion. A stipulation shall be executed simultaneously with the execution of this Agreement and is annexed hereto as **Exhibit "G"**. In the event that the District Court declines for any reason to exercise continued jurisdiction, then the Obligors, Panchikal and Terrell irrevocably consent to the jurisdiction of the Federal and State courts of the State of Tennessee in connection with any

action or proceeding arising out of or related to this Agreement and hereby waive, to the extent permitted by law, any right to obtain a change in venue from any such court in any action, suit or proceeding.

25. **Management.** Terrell will continue in the management positions as referenced in paragraph 13 of the Forbearance Agreement. Terrell will execute such documents as are reasonably requested of him from time to time to assist in the transfer and liquidation of the Lenders' Collateral, including such documents that may be required to transfer title or confirm ownership. Panchikal reaffirms the provisions of paragraphs 13 and 14 of the Forbearance Agreement concerning the limitations on Panchikal's involvement on behalf of the Obligors and agrees that such limitations are and shall remain in full force and effect. This provision shall terminate upon notification from each Lender that such Lender has received and/or recovered its Collateral as provided for in this Agreement.

26. **Additional Documents.** The Obligors, including Panchikal and Terrell, shall at any time after the date hereof sign, execute, and deliver, or cause others so to do, all such agreements, letters, powers of attorney, pleadings, deeds, titles, bills of sale, registrations, filings, questionnaires, affidavits, assignments, documents and instruments and do or cause to be done all such other acts and things as may be necessary or proper to carry out the transactions contemplated by this Agreement and the Related Documents.

27. **Severability.** The provisions of this Agreement are severable and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall not in any manner affect such provision in any other jurisdiction or any other provisions of this Agreement in any jurisdiction.

28. **True and Complete Statements.** Obligors each represent and warrant that all their statements herein and in any documents heretofore, concurrently, or hereafter delivered by Obligors, Panchikal and Terrell to Lenders are and shall be true, complete and correct, and Obligors have not omitted any facts which it is necessary to disclose in order to keep the statements made or delivered by Obligors and Grantors from being misleading.

29. **Advice from Independent Counsel.** Each Party signing below understands that this Agreement and all Related Documents are legally binding agreements that may affect such party's rights. Each party has consulted independent counsel about the meaning and import of this Agreement and each of the Obligors, by signing below, represents to Lenders that each such party has obtained their independent counsel and has received such legal advice from such counsel with respect to the negotiation of and entry into this Agreement, the Related Documents and all documents in connection therewith.

30. **Notices.** All notices pursuant to this Agreement shall be in writing either by letter delivered by hand, sent certified mail, return receipt requested, overnight courier mail, Federal Express or Facsimile addressed as follows:



- (a) If to Obligors, CTK, Inc. and/or CTK Services:

CTK, Inc.  
CTK Services, LLC  
5625 E. Raines Road  
Memphis, Tennessee 38115  
Attention: George M. Terrell  
Facsimile: 901-366-4599

with a copy to:

Michael P. Coury, Esq.  
Farris Mathews Branan  
Bobango Hellen & Dunlap PLC  
40 S. Main Street, Suite 2000  
One Commerce Square  
Memphis, Tennessee 38103  
Facsimile: 901-259-7150

- (b) If to Obligor EEC:

Equipment Engineering Company  
5665 E. Raines Road  
Memphis, Tennessee 38115  
Attention: George M. Terrell  
Facsimile: 901-366-4599

with a copy to:

Russell J. Johnson, Esq.  
5100 Poplar Avenue, Suite 2749  
Memphis, Tennessee 38117-4000  
Facsimile: 901-753-7379

- (c) If to George M. Terrell as a guarantor:

George M. Terrell  
8840 River Rise Drive  
Memphis, Tennessee 38018  
Facsimile: 901-366-3599

with copy to:

Russell Johnson, Esq.  
5100 Poplar Avenue, Suite 2749  
Memphis, Tennessee 38117-4000  
Facsimile: 901-753-7379

- (d) If to Bernard Panchikal as a guarantor:

Bernard Panchikal  
3221 Pointe Hill Cove  
Memphis, Tennessee 38125  
Facsimile: 901-

with a copy to:

Mark Grai, Esq.  
The Winchester Law Firm  
6060 Poplar Avenue, Suite 295  
Memphis, Tennessee 38119  
Facsimile: 901-869-0912

- (e) If to the CitiCapital Lenders:

CitiCapital Commercial Corporation  
450 Mamaroneck Avenue  
4th Floor, Zone 8  
Harrison, New York 10528  
Attention: : Patricia G. McCormack,  
Sr. Vice President  
Facsimile: 914-899-7836

with a copy to:

Gregory R. Haworth, Esq.  
Duane Morris LLP  
744 Broad Street, Suite 1200  
Newark, New Jersey 07102  
Facsimile: 973-424-2001

And  
Louis Jay Miller, Esq.  
Apperson, Crump & Maxwell, PLC  
6000 Poplar Avenue  
Memphis, Tennessee 38119  
Facsimile: 901-757-1296

- (f) If to the BancorpSouth:

BancorpSouth Bank  
Post Office Drawer 789  
Tupelo, Mississippi 38802  
Attention: David E. Ferrell,  
Senior Vice President  
Facsimile: 662-680-2261

with a copy to:

Les Alvis, Esq.  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Post Office Box 1836  
Tupelo, Mississippi 38802-1836  
Facsimile: 662-842-9032

- (g) If to Wachovia:

Wachovia Bank, N.A.  
6445 Poplar Avenue, Suite 203  
Memphis, Tennessee 38119  
Attention: Andy Raine,  
Vice President  
Facsimile: 901-214-2339

with a copy to:

Andy Cobb, Esq.  
6060 Poplar Avenue, Suite 450  
Memphis, TN 36119  
Facsimile: 901-682-4428

- (h) If to The Belet Group, Inc. and/or Jacques H. Belet, III:

The Belet Group, Inc.  
117 West Jefferson  
Bolivar, Tennessee 38008  
Attention: Jacques H. Belet, III  
Facsimile: 731-659-2219

With a copy to:

Cathy Hornsby, Esq.  
Hornsby Law Firm, P.C.  
101 N. Main Street  
P.O. Box 477  
Bolivar, Tennessee 38008  
Facsimile: 731-658-9491

or, at such other addresses either may give notice to the other as herein provided. Any notices hereunder shall be deemed to have been given three (3) days after its deposit in the mails, postage prepaid, or in the case of hand delivery, when delivered, or in the case of Facsimile, when sent, or in the case of overnight courier mail and Federal Express, when delivered, or in the case of telegraphic notice, when delivered to the telegraph company, addressed as aforesaid, provided however that notice of a change of address, as hereinabove provided, shall be deemed to have been given only when actually received by the party to which it is addressed.

31. **Existing Defaults.** There exist defaults pursuant to the Lenders' Loan Documents that have occurred and continue through the date hereof. Nothing contained herein shall constitute a waiver or cure of the existing defaults or defaults under the Lenders' Loan Documents, if any, all of which are reserved and preserved.

32. **Conditions of Effectiveness.** This Agreement shall become effective (the "Effective Date") upon being executed by all parties and made a part of a final order entered in the District Court Action which shall be obtained with the cooperation of Obligors, including Panchikal and Terrell.

33. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by a facsimile transmission shall be deemed to be an original signature hereto.

34. **Miscellaneous.** This Agreement and all Related Documents constitute the Parties entire agreement concerning the subject matter hereof and supersedes any prior or contemporaneous representations or agreements concerning the subject matter hereof not contained herein. The Parties are not relying on any statements or representations other than those found in this Agreement. This Agreement and the Related Documents shall inure to the benefit of and are binding upon the parties hereto and their respective heirs, successors and assigns, and shall be governed with respect to Obligors and each separate Lender, by the law specified in such Lender's Loan Documents. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and attorneys' fees from the non-prevailing parties. Paragraph headings used herein are for convenience only and shall not be used to interpret any term hereof. Each party executing this Agreement represents that he has the full authority to do so. This Agreement has been drafted with input by all Parties and shall not be construed against any Party in the event any term or provision is found to be ambiguous. This

Agreement is supplemental to, and does not supersede or replace, the Lenders' Loan Documents. In the event of any conflict between any provisions of any Loan Document, this Agreement will control.

28. **Jury Trial Waiver.** OBLIGORS, INCLUDING PANCHIKAL AND TERRELL, AND LENDERS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDERS OR OBLIGORS, ON OR WITH RESPECT TO THIS AGREEMENT OR THE LOAN DOCUMENTS OR ANY OTHER DOCUMENTS RELATING TO THE LOANS OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDERS AND OBLIGORS EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. OBLIGORS ACKNOWLEDGE AND AGREE THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDERS WOULD NOT ENTER INTO THIS AGREEMENT IF THE WAIVER SET FORTH IN THIS SECTION WAS NOT A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

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CTK, INC.

By: 

Name: George M. Terrell

Title: President, Chief Executive Officer and Director

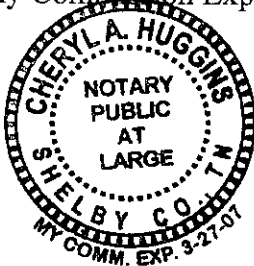
STATE OF TENNESSEE ss.  
COUNTY OF SHELBY

On July 1, 2005, before me, Cheryl A. Huggins, Notary Public, personally appeared GEORGE M. TERRELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be President, Chief Executive Officer and Director of CTK, Inc., \_\_\_\_\_ and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Cheryl A. Huggins  
Notary Public

My Commission Expires:



CTK SERVICES, LLC

By: 

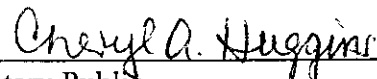
Name: George M. Terrell

Title: General Manager and Chief Manager

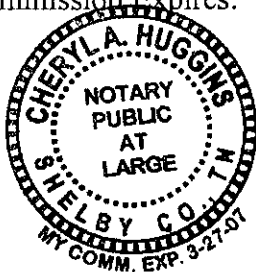
STATE OF TENNESSEE ss.  
COUNTY OF SHELBY

On July 1, 2005, before me, Cheryl A. Huggins, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be General Manager and Chief Manager of CTK Services, LLC, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

My Commission Expires:



EQUIPMENT ENGINEERING COMPANY

By: George M. Terrell

Name: George M. Terrell

Title: Chief Executive Officer

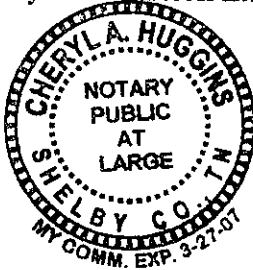
STATE OF TENNESSEE ss.  
COUNTY OF SHELBY

On July 1, 2005 before me, Cheryl A. Huggins, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be Chief Executive Officer of Equipment Engineering Company and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Cheryl A. Huggins  
Notary Public

My Commission Expires:



  
BERNARD PANCHIKAL

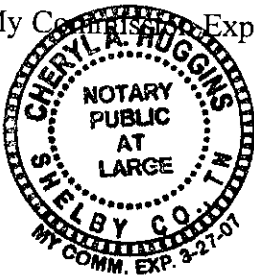
STATE OF TENNESSEE    ss.  
COUNTY OF SHELBY

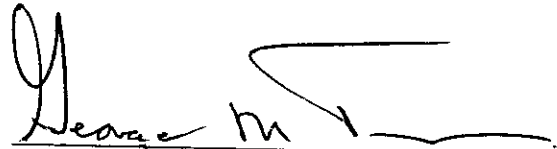
On July 1, 2005, before me, Cheryl A. Huggins, Notary Public, personally appeared Bernard Panchikal, personally known to me (or proved to me on the basis of satisfactory evidence) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

My Commission Expires:

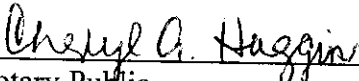


  
GEORGE M. TERRELL

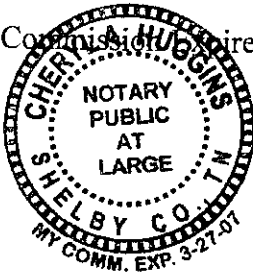
STATE OF TENNESSEE ss.  
COUNTY OF SHELBY

On July 1, 2005, before me, Cheryl A. Huggins, Notary Public, personally appeared George M. Terrell, personally known to me (or proved to me on the basis of satisfactory evidence) and acknowledged to me that he executed the same as his own free act and deed.

Witness my hand and official seal.

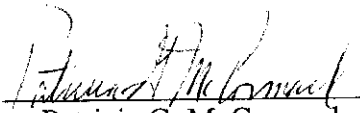
  
\_\_\_\_\_  
Notary Public

My Commission Expires:

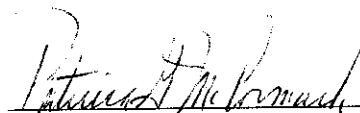





CITICAPITAL COMMERCIAL  
CORPORATION

By:   
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICAPITAL COMMERCIAL  
LEASING CORPORATION

By:   
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICORP DEL-LEASE, INC.

By:   
Name: Patricia G. McCormack  
Title: Sr. Vice President

BANCORPSOUTH BANK


A handwritten signature in black ink, consisting of several overlapping loops and a horizontal stroke at the end.

By: \_\_\_\_\_

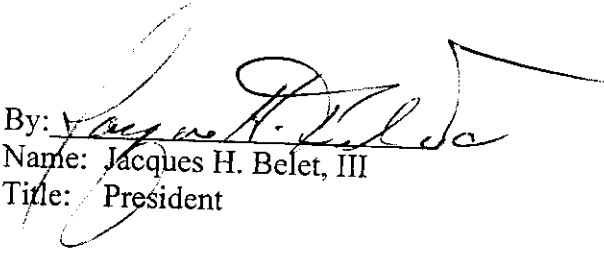
Name: David E. Ferrell

Title: Senior Vice President

WACHOVIA BANK

By:   
Name: Thomas Crawford,  
Title: Vice President

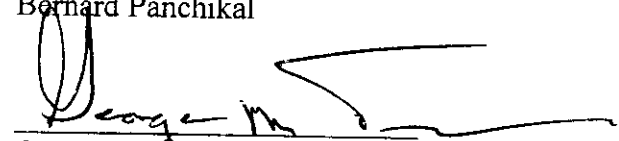
THE BELET GROUP, INC.

By:   
Name: Jacques H. Belet, III  
Title: President

**PANCHIKAL AND TERRELL'S CONSENT**

Each of the undersigned acknowledges and consents to all terms and conditions set forth in this Agreement.

  
Bernard Panchikal

  
George M. Terrell

**EXHIBIT A**

**List of Claims, Suits and Causes of Action**

Fred Vaccaro, et al. v. CTK, Inc. et al.  
Shelby County Chancery Court



**EXHIBIT B**

**Vehicles in Possession of Panchikal and Terrell**

Vehicles in possession of George Terrell:

1995 Lexus GS300 s/n JT8JS47EXS0096390; and  
1999 Chrysler Town & Country Van s/n 1C46864L8XB749878

Vehicle in possession of Panchikal

1997 Lexus ES300 s/n JT8BF22G8V0025134

**EXHIBIT C**

**CitiCapital Lenders' Collateral**

ADDENDUM TO EXHIBIT B

Notwithstanding any provision in the Agreement to the contrary, Panchikal and CitiCapital Lenders agree that Panchikal does NOT have possession of the 1997 Lexus ES300 s/n JT8BF22G8V0025134 or any keys to such vehicle. Rather, such vehicle and all keys are in the possession of CTK Services, LLC. Panchikal agrees, however, that he has no legal right, title, interest or ownership claim to such vehicle, and that immediately upon the request of Citicapital Lenders, he will cooperate in taking all necessary steps to effect transfer of legal title to such vehicle in accordance with instructions given by CitiCapital Lenders; and that his failure to do so will constitute an Event of Default under this Settlement Agreement.

Handwritten signature and initials, possibly "P. J. B.P.", with a checkmark and a horizontal line below.

**ADDENDUM TO EXHIBIT B**

Notwithstanding any provision in the Agreement to the contrary, Panchikal and CitiCapital Lenders agree that Panchikal does NOT have possession of the 1997 Lexus ES300 s/n JT8BF22G8V0025134 or any keys to such vehicle. Rather, such vehicle and all keys are in the possession of CTK Services, LLC. Panchikal agrees, however, that he has no legal right, title, interest or ownership claim to such vehicle, and that immediately upon the request of Citicapital Lenders, he will cooperate in taking all necessary steps to effect transfer of legal title to such vehicle in accordance with instructions given by CitiCapital Lenders; and that his failure to do so will constitute an Event of Default under this Settlement Agreement.




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A handwritten signature in black ink, appearing to be a stylized representation of the name 'Panchikal'.

**Exhibit "C"**

**CitiCapital Lenders Collateral**

All assets of the Debtors including but not limited to all accounts, cash proceeds, certificates of title, chattel paper, collateral, claims and causes of action, commercial tort and contract claims, consignments, deposit accounts, documents, electronic chattel paper, equipment, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, non-cash proceeds, proceeds, promissory notes, software, tangible chattel paper, material handling equipment, rolling stock, furniture, fixtures, deposits, causes of action, certificated securities, leases, lease agreements, lease contracts, letters of credit, proceeds of letters of credit, negotiable instruments, notes and security accounts.

See Asset Master List dated May 6, 2005 attached hereto which is listing of personal property which includes material handling equipment, furniture and equipment.

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CTK V Lons of  
Citicapiul Assets  
800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
AT3570450			Unknown	2633	26 SCISSOR LIFT	93596428	0	0	0	0	0	0	SOLD	0%	\$0.00
05000871L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03082	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000873L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03094	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000830L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03941	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000118		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03279	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000763L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90116	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000100L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02576	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000399L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02577	7,500	6,750	4,500	4,000	3,500	3,000	SOLD	0%	\$0.00
05000131		2000	Mitsubishi	FGC18K	5,000W LPG Cushion Tired Forklift	AFB1C-01080	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
0500063L		1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-00999	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
050591191		1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90077	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
050591150		1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90079	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
05060087L		1999	Mitsubishi	FGC25K-110	5,000W LPG Cushion Tired Forklift	AFB2C-90092	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
050591196L		1999	Mitsubishi	FGC25K-110	5,000W LPG Cushion Tired Forklift	AFB2C-90090	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
050591206		1999	Mitsubishi	FGC25K-110	5,000W LPG Cushion Tired Forklift	AFB2C-90036	6,750	6,250	4,000	3,500	3,000	2,600	SOLD	0%	\$0.00
050600023		1999	Mitsubishi	FGC18K	3,500W LPG Cushion Tired Forklift	AFB1C-00915	6,250	5,750	3,500	3,000	2,600	2,300	SOLD	0%	\$0.00
050600056		1998	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2B-02342	6,250	5,750	3,500	3,000	2,600	2,300	SOLD	0%	\$0.00
050591320		1997	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2B-03809	5,750	5,000	3,000	2,500	2,300	2,000	SOLD	0%	\$0.00
051000086		2000	Mitsubishi	PMWR30	6,000W Electric Walkie Rider Pallet Truck	PMWR32482	1,350	1,200	750	700	550	500	SOLD	0%	\$0.00
051000085		2000	Mitsubishi	PMWR30	6,000W Electric Walkie Rider Pallet Truck	PMWR32478	1,350	1,200	750	700	550	500	SOLD	0%	\$0.00
05090247L		1999	Mitsubishi	PMWR30	6,000W Electric Walkie Rider Pallet Truck	PMWR32349	1,300	1,000	700	650	500	450	SOLD	0%	\$0.00
PT0900173			Keweenaw	T100	Truck (Solid)	793241	0	0	0	0	0	0	SOLD	0%	\$0.00
PT05060740		1997	Itella	HLP25C	5,000W LPG Cushion Tired Forklift	1222K	5,500	5,000	4,000	3,500	3,250	2,750	SOLD	0%	\$0.00
70981231P		1998	Gehl	SL5635	Skid Steer Loader	14369	11,500	10,000	8,500	7,500	7,000	6,500	SOLD	0%	\$0.00
76980014P		1998	Gehl	SL4625	Skid Steer Loader	26025	9,500	8,500	6,500	6,000	5,500	5,000	SOLD	0%	\$0.00
F61990284		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A310611	6,750	4,750	4,750	3,500	4,000	2,750	SOLD	0%	\$0.00
F58090032		1999	Crown	RC3020-30	3,000W Electric Stand-Up Rider Lift Truck	1A219441	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	0%	\$0.00
F58090031		1999	Crown	RC3020-30	3,000W Electric Stand-Up Rider Lift Truck	1A219426	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	0%	\$0.00

February 13, 2004  
Honeywell Appraisal  
Source Document

Printed: 8/9/2005  
File: 05-06-2005 Master Asset List.xls

Page 2 of 32

CTK V  
 Capital Assets  
 800+ Line Items

Insp #	Contract	Year	Make	Model #	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	F55900022	1999	Crown	RC3020-30	3,000W Electric Stand-Up Rider Lift Truck	1A214656	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	0%	\$5
	F55900021	1999	Crown	RC3020-30	3,000W Electric Stand-Up Rider Lift Truck	1A214645	5,500	4,500	4,000	3,250	3,250	2,500	SOLD	0%	\$0.00
	F61900178	1999	Crown	RR3020-35	3,500W Electric Narrow Aisle Reach Lift Truck	1A219520	6,000	4,200	4,250	3,000	3,500	2,500	SOLD	0%	\$0.00
	F61900177	1999	Crown	RR3020-35	3,500W Electric Narrow Aisle Reach Lift Truck	1A219529	6,000	4,200	4,250	3,000	3,500	2,500	SOLD	0%	\$0.00
	F43901300F	1998	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A199698	5,750	4,750	4,000	3,000	3,000	2,000	SOLD	0%	\$0.00
	F56900171	1999	Crown	PE3540-80	8,000W Electric Rider Pallet Truck	6A167364	2,750	2,250	1,750	1,550	1,450	1,350	SOLD	0%	\$0.00
	F61000399	1994	Crown	PE3570-60	6,000W Electric Rider Pallet Truck	6A125441	600	500	300	275	225	200	SOLD	0%	\$0.00
	005950092	1986	Caterpillar	T50D	5,000W LPG Cushion Tired Forklift	8EB3759	1,200	1,200	750	750	500	500	SOLD	0%	\$0.00
	05000632L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-01001	7,500	6,750	4,500	4,000	3,500	3,000	SCRAP	0%	\$700.00
	05991241L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02284	7,500	6,750	4,500	4,000	3,500	3,000	SCRAP	0%	\$700.00
	L059900872	1999	Mitsubishi	FG25K	5,000W LPG Cushion Tired Forklift	AFB2C-90046	6,750	6,250	4,000	3,500	3,000	2,600	SCRAP	0%	\$700.00
	A59900109L	1999	Mitsubishi	2FB25E	5,000W Electric Cushion Tired Forklift	A1B0C36074	6,500	6,000	3,750	3,250	2,750	2,500	SCRAP	0%	\$700.00
	43980402L	1999	Mitsubishi	FB18KT	3,500W Electric 3-Wheeled Counterbalanced Forklift	EFB5B00026	4,000	3,700	1,900	1,600	1,400	1,300	SCRAP	0%	\$700.00
	44000031L	1999	Mitsubishi	FB20KT	4,000W Electric 3-Wheeled Solid Tired Forklift	EFB5B50132	4,200	3,900	2,000	1,700	1,500	1,300	SCRAP	0%	\$700.00
	059900863L	1998	Mitsubishi	FGC24	5,000W LPG Cushion Tired Forklift	AFB2C-90018	1,750	1,750	1,200	1,200	1,000	1,000	SCRAP	0%	\$700.00
	L05900651	1998	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2D-06142	1,750	1,750	1,200	1,200	1,000	1,000	SCRAP	0%	\$700.00
	05991120L	1999	Mitsubishi	FGC25K-110	5,000W LPG Cushion Tired Forklift	AFB2C-90056	1,750	1,750	1,200	1,200	1,000	1,000	SCRAP	0%	\$700.00
	05000636L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02598	1,200	1,200	750	750	500	500	SCRAP	0%	\$700.00
	L05000112	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-01306	500	500	350	350	250	250	SCRAP	0%	\$700.00
	F61900057	1997	Linde/Daker	BWR60	6,000W Electric Walkie Rider Pallet Truck	3674-477	2,200	2,000	1,500	1,400	1,000	950	SCRAP	0%	\$700.00
	F059161310	1996	Halls	HLF35C	5,000W LPG Cushion Tired Forklift	1017K	5,000	4,500	3,500	3,000	2,750	2,500	SCRAP	0%	\$700.00
	25971017P	1997	Halls	HLF35C	5,000W LPG Cushion Tired Forklift	1200K	2,250	2,250	1,500	1,500	1,250	1,250	SCRAP	0%	\$700.00
	65990005A	1990	Factory Cal	52	Electric Rider Floor Scrubber	JH52-1503	6,000	5,000	4,000	3,250	3,000	2,500	SCRAP	0%	\$700.00
	289800930	1998	Factory Cal	40	Electric Rider Floor Scrubber	JHA40-2613	4,000	3,000	2,500	2,300	1,700	1,500	SCRAP	0%	\$700.00
	F58990021	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219930	6,750	5,750	5,000	4,000	4,000	3,000	SCRAP	0%	\$700.00
	F58990014	1999	Crown	RC3030-40	4,000W Electric Stand-Up Rider Lift Truck	1A219936	6,750	5,750	5,000	4,000	4,000	3,000	SCRAP	0%	\$700.00
	F61990200	1999	Crown	RR3030-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A214226	6,750	4,750	4,750	3,500	4,000	2,750	SCRAP	0%	\$700.00
	61900354F	1999	Crown	RC3020-35	3,500W Electric Stand-Up Rider Lift Truck	1A217140	6,250	5,000	4,500	3,500	3,500	2,500	SCRAP	0%	\$700.00

February 13, 2004

Hungary Appraisal

Source Document

Page 3 of 32

CTK V  
 Citicorp/Assets  
 800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
•	F61000379	1994	Crown	40RCTT-5	4,000W Electric Stand-Up Rider Lift Truck	1A139332	500	450	375	335	300	250	SCRAP	0%	\$5
•	F61000378	1994	Crown	40RCTT-5	4,000W Electric Stand-Up Rider Lift Truck	1A141352	200	200	150	150	100	100	SCRAP	0%	\$200.00
•	F41990296	1993	Crown	40RCTT-5	4,000W Electric Stand-Up Rider Lift Truck	1A132600	300	200	150	150	100	100	SCRAP	0%	\$200.00
•	F61000402	1987	Crown	60PE-27-3	6,000W Electric Rider Pallet Truck	W-71200	150	150	130	120	100	100	SCRAP	0%	\$200.00
•	F61970321	1997	Condor	V2033	20' Electric Self-Propelled Sissor Lift	30397005	2,000	1,700	1,200	1,000	900	750	SCRAP	0%	\$200.00
•	F61970322	1997	Condor	V2033	20' Electric Self-Propelled Sissor Lift	30397004	2,000	1,700	1,200	1,000	900	750	SCRAP	0%	\$200.00
•	F61970330	1996	Condor	V2033XL	20' Electric Self-Propelled Sissor Lift	93596427	2,000	1,700	1,200	1,000	900	750	SCRAP	0%	\$200.00
•	C08550663	1996	Clark	GCK40	8,000W LPG Cushion Tired Forklift	GX710U-0052-9418FB	5,500	5,000	3,500	3,000	3,000	2,500	SCRAP	0%	\$200.00
	W61970308	1995	BT/Prime Mover	RR34B	3,000W Electric Rider Reach Lift Truck	RR340255398	7,500	6,750	3,750	3,250	3,000	2,500	SCRAP	0%	\$200.00
	W57970309	1997	BT/Prime Mover	WRX30	3,000W Electric Walkie Reach Lift Truck	2700100	5,500	5,000	3,500	3,000	2,000	1,800	SCRAP		\$200.00
	70991813F	2000	Powerboss	TSS/82	Rider Sweeper/Scrubber	11480010	17,500	15,750	8,500	7,250	4,250	3,750	ROUGH	75%	\$937.50
•	70990561P	1998	Powerboss	CSS/82	Self-Propelled Floor Scrubber/Sweeper	9934058	12,000	10,500	5,000	4,200	2,500	2,000	ROUGH	75%	\$500.00
	27000006L	2000	Mitsubishi	FG35	7,000W LPG Pneumatic Tired Forklift	AF29A-00112	10,000	9,000	6,000	5,500	5,000	4,500	ROUGH	75%	\$1,125.00
•	P70910147	1994	Lin-A-Lub	AMR40-22	Articulated Electric Self-Propelled Manlift	AMR142	6,750	6,250	2,000	1,800	1,700	1,500	ROUGH	75%	\$375.00
•	P05961308	1996	Itaita	11LF25C	5,000W LPG Cushion Tired Forklift	1032K	5,000	4,500	3,500	3,000	2,750	2,500	ROUGH	75%	\$625.00
	129900009L	1999	Mitsubishi	FGC35K	12,000W LPG Cushion Tired Forklift	AF9800214	12,000	11,000	8,500	7,500	7,500	6,500	RENT	10%	\$5,850.00
	25010133L	2001	Mitsubishi	FG25	5,000W LPG Pneumatic Tired Forklift	AF17B-11389	11,000	9,500	6,000	5,500	5,000	4,500	RENT	10%	\$4,050.00
	27000005L	2000	Mitsubishi	FG35	7,000W LPG Pneumatic Tired Forklift	AF29A-00111	10,000	9,000	6,000	5,500	5,000	4,500	RENT	10%	\$4,050.00
	280000481L	2000	Mitsubishi	FG35K	7,000W LPG Pneumatic Tired Forklift	AF29A-00345	10,000	9,000	6,000	5,500	5,000	4,500	RENT	10%	\$4,050.00
	06000187L	2000	Mitsubishi	FG30K	6,000W LPG Pneumatic Tired Forklift	AF13D-35249	9,250	8,500	5,750	5,250	4,750	4,250	RENT	10%	\$3,825.00
	25000436L	2000	Mitsubishi	FG25T	5,000W LPG Pneumatic Tired Forklift	AF81B-95118	9,500	8,750	5,500	4,750	4,500	4,000	RENT	10%	\$3,600.00
	L279900010	1999	Mitsubishi	FG35	7,000W LPG Pneumatic Tired Forklift	AF29-01590	9,000	8,250	5,500	5,000	4,500	4,000	RENT	10%	\$3,600.00
•	089900185L	1998	Mitsubishi	FG35	7,000W LPG Pneumatic Tired Forklift	AF29-01193	8,250	7,500	5,000	4,500	4,000	3,500	RENT	10%	\$3,150.00
•	06000154L	2000	Mitsubishi	FGC30K	6,000W LPG Cushion Tired Forklift	AF83C-00355	8,250	7,500	5,000	4,500	4,000	3,500	RENT	10%	\$3,150.00
•	106000073	2000	Mitsubishi	FGC30K	6,000W LPG Cushion Tired Forklift	AF83C-00347	8,250	7,500	5,000	4,500	4,000	3,500	RENT	10%	\$3,150.00
	106990314	2000	Mitsubishi	FGC30K	6,000W LPG Cushion Tired Forklift	AF83C-00328	8,250	7,500	5,000	4,500	4,000	3,500	RENT	10%	\$3,150.00
	10990042L	1999	Mitsubishi	FGC40K	8,000W LPG Cushion Tired Forklift	AF8700280	8,250	7,500	5,000	4,500	4,000	3,500	RENT	10%	\$3,150.00
•	103970327	1998	Mitsubishi	FG25	5,000W LPG Pneumatic Tired Forklift	AF17B-90455	7,750	7,000	4,500	4,000	2,750	2,250	RENT	10%	\$3,925.00

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CTK V  
Critical Assets  
800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
05091745L		1998	Mitsubishi	FGC25K	5,000W LPG Pneumatic Tired Forklift	AFB2B-05209	7,500	7,000	4,500	4,000	3,750	3,250	RENT	off	\$5
05000634L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90147	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,935.00
050001164		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03893	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000079L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03309	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000162L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02281	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000930L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-04010	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000101L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03997	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000953		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03976	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05001100L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03973	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000761L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03315	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000637		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03314	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000372		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03064	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000369		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03000	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000706		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02938	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000766L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02560	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000153L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02315	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000104		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02110	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000100		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02209	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000106		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02308	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000111		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02197	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050000113		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02143	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
050991274		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03318	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000653L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90143	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000690L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90142	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000691L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90139	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000693L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90135	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
05000689L		2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90127	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00

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File: 05-06-2005 Master Asset List.xls



CTK V. Lons of  
Citicapital Assets  
800+ Line Items

Inup *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Due	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	05000035L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90126	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05000106L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03119	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000357L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02884	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000874L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90155	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000725L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90132	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000872L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02944	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000747L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90131	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000741L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90130	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05000164L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90100	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05001097L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-01999	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000359L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02945	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000358L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02939	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05000154L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02550	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05000150L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02546	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	050000397L	2000	Mitsubishi	FGC25K-H10	5,000W LPG Cushion Tired Forklift	AFB2C-90153	7,500	6,750	4,500	4,000	3,500	3,000	RENT	10%	\$2,700.00
	05001027L	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-90032	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001144L	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-60482	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05000914L	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-90054	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05000091L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90099	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05000086L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90082	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001197L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90081	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001026L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90049	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001132L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90031	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001199L	1999	Mitsubishi	FGC25K-H10	5,000W LPG Cushion Tired Forklift	AFB2C-90094	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	05001195L	1999	Mitsubishi	FGC25K-H10	5,000W LPG Cushion Tired Forklift	AFB2C-90085	6,750	6,250	4,000	3,500	3,000	2,600	RENT	10%	\$2,340.00
	24000073L	2000	Mitsubishi	2FBC20	4,000W Electric Cushion Tired Forklift	A2B2C-21094	6,750	6,250	4,000	2,500	3,000	2,500	RENT	10%	\$2,250.00
	03900253L	1999	Mitsubishi	FGC18K	3,500W LPG Cushion Tired Forklift	AFB1C-06609	6,250	5,750	2,500	3,000	2,600	2,300	RENT	10%	\$2,070.00
	25000623L	1998	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2B-06238	6,250	5,750	3,500	3,000	2,600	2,300	RENT	10%	\$2,070.00

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CTK V. Ins of  
Citicapital Assets  
800+ Line Items

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	4390353L	1999	Mitsubishi	2FBC15-GE	3,000# Cushion Tired Forklift	A2BC160136	5,750	5,000	3,000	2,500	2,300	2,000	RENT	0%	\$5
	03980509L	1999	Mitsubishi	FGC15K	3,000# LPG Cushion Tired Forklift	AFB1C-00468	5,750	5,000	3,000	2,500	2,300	2,000	RENT	10%	\$1,800.00
	144010001	2000	Mitsubishi	FB20KT	4,000# Electric 3-Wheel Solid Tired Forklift	EFB5B0140	4,500	4,200	2,250	2,000	1,750	1,500	RENT	10%	\$1,800.00
	03000269L	2000	Mitsubishi	FB16KT	3,000# 3-Wheel Counterbalanced Forklift	EFB4B00281	4,000	3,750	1,800	1,700	1,500	1,300	RENT	10%	\$1,350.00
	03000271L	2000	Mitsubishi	FB16KT-36	3,000# 3-Wheel Counterbalanced Forklift	EFB4B00290	4,000	3,750	1,800	1,700	1,500	1,300	RENT	10%	\$1,170.00
	03000270L	2000	Mitsubishi	FB16KT-36	3,000# 3-Wheel Counterbalanced Forklift	EFB4B00283	4,000	3,750	1,800	1,700	1,500	1,300	RENT	10%	\$1,170.00
	03000268L	2000	Mitsubishi	FB16KT-36	3,000# 3-Wheel Counterbalanced Forklift	EFB4B00264	4,000	3,750	1,800	1,700	1,500	1,300	RENT	10%	\$1,170.00
	71990212M	1999	JLG	40RTS	40' 4x4 Dual Fuel Self-Propelled Scissor Lift	200069831	14,500	13,500	9,500	8,500	8,000	7,000	RENT	10%	\$6,300.00
	71990214M	1999	JLG	33RTS	33' 4x4 Self-Propelled Scissor Lift	200070620	7,000	6,250	4,500	3,750	3,500	3,000	RENT	10%	\$2,700.00
	NT3000034	2000	JLG	2646E	26' Electric Self-Propelled Scissor Lift	200071723	5,500	5,000	3,000	2,700	2,500	2,200	RENT	10%	\$1,980.00
	71990207P	1999	JLG	20VP	19' 75" Electric Self-Propelled Manlift	130002876	3,250	3,000	1,750	1,500	1,250	1,000	RENT	10%	\$900.00
	70991602P	1999	Cushman	TXT2-2E	Electric Cart	1271867	1,750	1,500	1,250	1,000	1,000	800	RENT	10%	\$720.00
	61010038F	2001	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A119179	11,000	10,000	8,250	7,500	6,500	6,000	RENT	10%	\$5,400.00
	61010029F	2001	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A119178	11,000	10,000	8,250	7,500	6,500	6,000	RENT	10%	\$5,400.00
	61000369F	2001	Crown	SC4030-30	3,000# Electric Cushion Tired Lift Truck	9A118275	11,000	9,500	7,750	6,750	6,500	5,750	RENT	10%	\$5,175.00
	61000324F	2000	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A118076	10,000	9,000	7,500	6,750	6,000	5,500	RENT	10%	\$4,950.00
	61010115F	2001	Crown	RR5220-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A343056	12,500	9,250	8,750	6,500	7,500	5,500	RENT	10%	\$4,950.00
	61010113F	2001	Crown	RR5220-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A242048	12,500	9,250	8,750	6,500	7,500	5,500	RENT	10%	\$4,950.00
	61010114F	2001	Crown	RR5220-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A242047	12,500	9,250	8,750	6,500	7,500	5,500	RENT	10%	\$4,950.00
	61000300F	1999	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A111248	9,000	8,000	6,750	6,000	5,500	5,000	RENT	10%	\$4,500.00
	61000299F	1999	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A111240	9,000	8,000	6,750	6,000	5,500	5,000	RENT	10%	\$4,500.00
	61000298F	1999	Crown	50FCTT	5,000# Electric Cushion Tired Lift Truck	9A111239	9,000	8,000	6,750	6,000	5,500	5,000	RENT	10%	\$4,500.00
	61000366F	2001	Crown	RR4020-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A237361	11,500	8,500	8,000	6,000	7,000	5,000	RENT	10%	\$4,500.00
	610003107F	2001	Crown	RR4020-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A237362	11,500	8,500	8,000	6,000	7,000	5,000	RENT	10%	\$4,500.00
	61000368F	2001	Crown	RR4020-35	3,500# Electric Narrow Aisle Reach Lift Truck	1A237341	11,500	8,500	8,000	6,000	7,000	5,000	RENT	10%	\$4,500.00
	61010126F	2001	Crown	SP3015-30	3,000# Electric Stand-Up Rider Stockpicking	1A242423	12,500	8,250	8,750	5,750	7,500	5,000	RENT	10%	\$4,500.00
	42000004F	1999	Crown	SC4030-30	3,000# Electric Cushion Tired Lift Truck	9A112362	8,250	7,000	5,750	5,000	5,000	4,250	RENT	10%	\$3,825.00
	61900412F	1999	Crown	SC4020-30	3,000# Electric Cushion Tired Lift Truck	9A112249	8,250	7,000	5,750	5,000	5,000	4,250	RENT	10%	\$3,825.00

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Citicapital Assets  
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Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
61000244F		2000	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A229970	8,000	6,750	6,000	5,000	5,000	4,000	RENT	10%	\$5
61000293F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A221016	9,000	6,750	6,500	4,750	5,000	4,000	RENT	10%	\$3,600.00
61000144F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A229557	9,000	6,750	6,500	4,750	5,000	4,000	RENT	10%	\$3,600.00
61000326F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A233582	8,500	6,750	6,000	4,750	5,000	4,000	RENT	10%	\$3,600.00
61000197F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A233323	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000297F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A234205	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000293F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A234204	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000294F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A234203	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000296F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A234202	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000293F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A234201	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000143F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A229678	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000143F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A229677	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000142F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A229676	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000146F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A229558	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000365F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A228042	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000364F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A228041	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000071F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A224962	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61000107F		2000	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A223808	8,500	6,750	6,000	4,750	5,000	3,750	RENT	10%	\$3,375.00
61010106F		2000	Crown	RR5020-35	3,500W Electric Narrow Aisle Reach Lift Truck	1A236709	8,500	6,000	6,000	4,250	5,000	3,500	RENT	10%	\$3,375.00
61000325F		2000	Crown	SP3010-30	3,000W Electric Stand-Up Rider Stockpiler	1A236733	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61010127F		2000	Crown	SP3010-30	3,000W Electric Stand-Up Rider Stockpiler	1A226732	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61010066F		2000	Crown	SP3010-30	3,000W Electric Stand-Up Rider Stockpiler	1A236730	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000360F		2000	Crown	SP3010-30	3,000W Electric Stand-Up Rider Stockpiler	1A238825	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000361F		2000	Crown	SP3010-30	3,000W Electric Stand-Up Rider Stockpiler	1A227192	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
62000017F		2000	Crown	SP3015-30	3,000W Electric Stand-Up Rider Stockpiler	1A225761	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
62000016F		2000	Crown	SP3015-30	3,000W Electric Stand-Up Rider Stockpiler	1A225760	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
62000015F		2000	Crown	SP3015-30	3,000W Electric Stand-Up Rider Stockpiler	1A225759	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000327F		2000	Crown	SP3020-30	3,000W Electric Stand-Up Rider Stockpiler	1A233846	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00

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							Current	Year One	Current	Year One	Current	Year One			
61000129F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228568	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$5
61010007F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A230735	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000190F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231222	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000189F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231220	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000187F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231219	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000186F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231218	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000185F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231217	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000184F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231216	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000183F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231215	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000182F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A231214	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000137F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228576	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000136F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228575	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000135F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228574	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000134F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228573	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000133F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228572	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000132F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228571	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000131F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228570	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000130F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228569	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000128F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228567	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000127F		2000	Crown	SP3040-30	2,000W Electric Stand-Up Rider Stockpiller	1A228566	8,250	6,000	5,750	4,250	5,000	3,500	RENT	10%	\$3,150.00
61000103F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213396	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990295F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213308	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61000362F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213293	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990294F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213273	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990293F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213196	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990292F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213125	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990289F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213110	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00
61990290F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213103	6,750	4,750	4,750	3,750	3,750	2,750	RENT	10%	\$2,475.00

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Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
61000108F		1999	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A213013	6,750	4,750	4,750	3,750	3,750	2,750	RENT	0%	\$5
61990291F		1999	Crown	RR5080S-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A211566	6,750	4,750	4,750	3,500	4,000	2,750	RENT	10%	\$2,475.00
61990338F		1999	Crown	30SP36TT	3,000W Electric Stand-Up Rider Stockpiler	1A214586	5,000	4,500	3,750	3,375	3,000	2,700	RENT	10%	\$2,475.00
61990337F		1999	Crown	30SP36TT	3,000W Electric Stand-Up Rider Stockpiler	1A214676	5,000	4,500	3,750	3,375	3,000	2,700	RENT	10%	\$2,430.00
61000108F		1999	Crown	SP3030-30	3,000W Electric Stand-Up Rider Stockpiler	1A218395	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61990042F		1999	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A203302	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61990041F		1999	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A203379	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61990040F		1999	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A203395	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61990044F		1999	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A203282	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61990043F		1999	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A203276	5,750	4,250	4,250	3,000	3,500	2,500	RENT	10%	\$2,250.00
61980451F		1998	Crown	RR4020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203455	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980452F		1998	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203411	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980450F		1998	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203395	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980453F		1998	Crown	RR5020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203365	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980449F		1998	Crown	RR4020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203332	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980440F		1998	Crown	RR4020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A203173	4,750	3,700	3,750	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980245F		1998	Crown	RR5080S-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A196393	4,750	3,700	3,500	2,700	2,750	2,300	RENT	10%	\$2,070.00
61980388F		1998	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpiler	1A202764	4,250	2,950	3,000	2,200	2,500	1,800	RENT	10%	\$1,620.00
61010125F		2001	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A190774	3,500	3,000	2,000	1,750	1,600	1,400	RENT	10%	\$1,260.00
61010124F		2001	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A190735	3,500	3,000	2,000	1,750	1,600	1,400	RENT	10%	\$1,260.00
61000196F		2000	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A182221	3,000	2,500	1,750	1,500	1,400	1,200	RENT	10%	\$1,080.00
61000199F		2000	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A182219	3,000	2,500	1,750	1,500	1,400	1,200	RENT	10%	\$1,080.00
61000198F		2000	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A182218	3,000	2,500	1,750	1,500	1,400	1,200	RENT	10%	\$1,080.00
60000088F		2000	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A180218	3,000	2,500	1,750	1,500	1,400	1,200	RENT	10%	\$1,080.00
61000197F		2000	Crown	PE3540-60	6,000W Electric Rider Pallet Truck	6A182220	3,000	2,500	1,750	1,500	1,400	1,200	RENT	10%	\$1,080.00
59000018F		2000	Crown	WAV50-84	84" Electric Walk Assist Vehicle	9A116536	2,500	2,000	1,500	1,300	1,200	1,000	RENT	10%	\$900.00
59000019F		2000	Crown	WAV50-84	84" Electric Walk Assist Vehicle	9A116556	2,500	2,000	1,500	1,300	1,200	1,000	RENT	10%	\$900.00
F62960060		1996	Crown	30SP36TT	3,000W Electric Stand-Up Rider Stockpiler	1A168888	1,250	1,100	950	825	750	675	RENT	10%	\$607.50

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Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Overly Liquidation Value		Distressed Value		Condition	% Due	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	F56990035	1999	Crown	PE3520-60	6,000W Electric Rider Pallet Truck	6A1619199	1,000	900	500	450	400	350	RENT	off	\$5
	F56970223	1997	Crown	PE3520-60	6,000W Electric Rider Pallet Truck	6A146293	800	750	400	375	300	275	RENT	10%	\$315.00
	P70000304		Cascade	35D-MT1833M	3-Stage Forklift Mast (Component)	103807 (S/N Incorrect)	500	500	150	150	100	100	RENT	10%	\$247.50
	P70000305		Cascade	35D-MT1833M	3-Stage Forklift Mast (Component)	103807 (S/N Incorrect)	500	500	150	150	100	100	RENT	10%	\$90.00
	P70000301		Cascade	35D-MT1833M	3-Stage Forklift Mast (Component)	103807 (S/N Incorrect)	500	500	150	150	100	100	RENT	10%	\$90.00
	70001815P	2000	Benli	B4048E-180D Series III	4,000W Electric Narrow Aisle Articulating Lift Truck	B4048-0129-01676	30,000	27,000	20,000	17,500	15,000	13,000	RENT	10%	\$11,700.00
	70991734P	1999	Benli	B40E-180D	4,000W Electric Narrow Aisle Articulating Lift Truck	B40905K01083	27,000	24,500	17,500	15,000	13,000	11,500	RENT	10%	\$10,350.00
	65990034A	1998	Powerboss	TC71 III-SSE	Rider Sweeper/Scrubber	9921058	7,500	6,250	3,750	3,000	1,500	1,000	POOR	50%	\$500.00
	05000767L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02993	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05000139L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02778	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05000157L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02562	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	050000396L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02561	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05000151L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02548	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05000155L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02547	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	105000120	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02365	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	105000109	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02308	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05000106L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-03305	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	105000103	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02242	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	05991238L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02198	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	105000108	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-02194	7,500	6,750	4,500	4,000	2,500	3,000	POOR	50%	\$1,500.00
	050000651L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-03317	7,300	6,550	4,300	3,800	3,300	2,800	POOR	50%	\$1,400.00
	25990741L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AF82C-00941	6,750	6,250	4,000	3,500	3,000	2,600	POOR	50%	\$1,300.00
	05000008L	1999	Mitsubishi	FGC25K-H0	5,000W LPG Cushion Tired Forklift	AF82C-90093	6,750	6,250	4,000	3,500	3,000	2,600	POOR	50%	\$1,300.00
	103990108	1999	Mitsubishi	FGC15K	3,000W LPG Cushion Tired Forklift	AF81C-00823	5,750	5,000	3,000	2,500	2,300	2,000	POOR	50%	\$1,000.00
	105971127	1997	Mitsubishi	2FBC25E	5,000W Electric Cushion Tired Forklift	A20C230322	5,500	4,750	2,750	2,250	2,000	1,750	POOR	50%	\$875.00
	44990269L	1999	Mitsubishi	FB20KT	4,000W Electric 3-Wheeled Solid Tired Forklift	EF84B40106	4,300	3,900	2,000	1,700	1,500	1,300	POOR	50%	\$650.00
	143990369	1999	Mitsubishi	FB16KT	3,000W Electric 3-Wheeled Counterbalanced Forklift	EF84B400148	3,750	3,500	1,700	1,500	1,300	1,200	POOR	50%	\$600.00
	61000064L	2000	Mitsubishi	PMWR30	Pallet Truck	PMWR31477	1,350	1,200	750	700	550	500	POOR	50%	\$750.00

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800+ Line Items

Inst *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Rec	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	51000003L	1999	Mitsubishi	PMW20	4,000W Electric Walkie Talkie Truck	PMW21088	1,100	1,000	650	600	500	450	POOR	off	\$5
	151990072	1999	Mitsubishi	PMW30	6,000W Electric Walkie Rider Pallet Truck	PMW302350	500	500	300	300	200	200	POOR	50%	\$125.00
	70981584P	1998	Lit-A-Lite	AMR40-22	Articulated Electric Self-Propelled Manlift	A1R331	12,250	11,000	5,000	4,500	4,000	3,500	POOR	50%	\$1,500.00
	73990206P	1999	JLG	3969	30' Self-Propelled Scissor Lift	70885	7,000	6,250	4,500	3,750	3,500	3,000	POOR	50%	\$1,500.00
	PT3990208	1999	JLG	2032E	20' Electric Self-Propelled Scissor Lift	200066769	7,000	6,250	4,500	3,750	3,500	3,000	POOR	50%	\$1,500.00
	PD5961313	1996	Halls	HLF75C	5,000W LPG Cushion Tired Forklift	1031K	5,000	4,500	3,500	3,000	2,750	2,500	POOR	50%	\$1,250.00
	05981515P	1996	Halls	HLF75C	5,000W LPG Cushion Tired Forklift	1197K	5,000	4,500	3,500	3,000	2,750	2,500	POOR	50%	\$1,250.00
	279700130	1997	Factory Cat	35	Electric Walkie Floor Scrubber	GB55-520	2,000	1,700	1,500	1,400	1,200	1,100	POOR	50%	\$350.00
	770981585	1998	Factory Cat	35	Electric Walkie Floor Scrubber	HF55-1404	1,500	1,300	1,200	1,000	1,000	750	POOR	50%	\$175.00
	61000278F	2000	Crown	RC3020-35	3,500W Electric Stand-Up Rider Lift Truck	1A231872	7,500	6,250	5,500	4,500	4,500	3,500	POOR	50%	\$1,750.00
	61000065F	2000	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stacktaker	1A220382	8,250	6,000	5,750	4,250	5,000	3,500	POOR	50%	\$1,750.00
	F58990015	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219231	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990022	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219229	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990019	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219377	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990026	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219376	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990027	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219312	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990018	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219311	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990016	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219232	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	F58990024	1999	Crown	RC3020-40	4,000W Electric Stand-Up Rider Lift Truck	1A219227	6,750	5,750	5,000	4,000	4,000	3,000	POOR	50%	\$1,500.00
	61990352F	1999	Crown	RC3020-35	3,500W Electric Stand-Up Rider Lift Truck	1A217135	6,250	5,000	4,500	3,500	3,500	2,500	POOR	50%	\$1,250.00
	61990350F	1999	Crown	RC3020-35	3,500W Electric Stand-Up Rider Lift Truck	1A217130	6,250	5,000	4,500	3,500	3,500	2,500	POOR	50%	\$1,250.00
	61990353F	1999	Crown	RC3020-35	3,500W Electric Stand-Up Rider Lift Truck	1A217138	6,250	5,000	4,500	3,500	3,500	2,500	POOR	50%	\$1,250.00
	44980251F	1997	Crown	RC3020-40-5	4,000W Electric Stand-Up Rider Lift Truck	1A178145	4,750	3,750	3,000	2,750	2,000	1,500	POOR	50%	\$750.00
	51980010F	1998	Crown	TVR3540-200	10,000W Electric Walkie/Rider Tow Tractor	6A160873	1,000	950	800	750	500	450	POOR	50%	\$225.00
	N73970445	1997	Copdar	3146	25' Electric Self-Propelled Scissor Lift	85597004	2,500	2,200	1,700	1,500	1,400	1,200	POOR	50%	\$600.00
	P43707077	1996	BT/Prime Mover	OE35	3,000W Electric Order Picker Lift Truck	OE35026386001	6,500	5,750	3,250	2,750	2,500	2,200	POOR	50%	\$1,100.00
	70000142P	2000	Unknown	0001200LX	36-volt Battery	126 9562	0	0	0	0	0	0	LEASE		30.00
	V87990540			18-E125-17		XPI48087	45	45	0	0	0	0	0	10%	50.00

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CTK V Lons of  
Cliticapital Assets  
800+ Line Items

9/12/01/02

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Ordinary Liquidation Value		Distressed Value		Condition	% Disc	LTSN Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	P70001881		Unknown	7607	CUSINMAN CART	1357137	0	0	0	0	0	0		0%	\$5
	P70001883		Unknown	76084	CUSINMAN CART	1354799	0	0	0	0	0	0	GOOD	0%	\$0.00
*	61000005A	1999	Powerboss	TSS/82	Rider Sweeper/Scrubber	11211069	0	0	0	0	0	0	GOOD	0%	\$0.00
	P70900815	1998	Powerboss	TSS/82	Rider Sweeper/Scrubber	9912058	15,750	14,000	7,750	7,000	3,750	3,250	GOOD	0%	\$1,250.00
	26000368L	2000	Mitsubishi	FGC30K	6,000W LPG Pneumatic Tired Forklift	AF13D-35449	14,000	12,500	7,000	6,250	3,250	2,750	GOOD	0%	\$2,750.00
	L10990050	2000	Mitsubishi	FGC40K	8,000W LPG Cushion Tired Forklift	AF13D-35449	9,250	8,500	5,750	5,250	4,750	4,250	GOOD	0%	\$4,250.00
*	05001139L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB700334	9,250	8,250	6,250	5,000	4,500	4,000	GOOD	0%	\$1,000.00
*	05000627L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03974	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000764L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03322	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000371	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03312	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000401L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03003	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000395L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02738	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000156L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02551	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000107	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02549	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000110	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02280	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000107	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02210	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000370	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02207	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000116	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02002	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
	051000149L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-03312	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
	05991240L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02545	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
	05991239L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02283	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
	05000163L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02282	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
	05000243L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02205	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000408L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90138	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000394L	2000	Mitsubishi	FGC25K-H10	5,000W LPG Cushion Tired Forklift	AFB2C-90134	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	05000402L	2000	Mitsubishi	FGC25K-H10	5,000W LPG Cushion Tired Forklift	AFB2C-90117	7,500	6,750	4,500	4,000	3,500	3,000	GOOD	0%	\$3,000.00
*	105000117	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02694	7,300	6,550	4,300	3,800	3,300	2,800	GOOD	0%	\$2,800.00
	06981012L	1998	Mitsubishi	FGC35	7,000W LPG Cushion Tired Forklift	AFB2C-02506	7,300	6,550	4,300	3,800	3,300	2,800	GOOD	0%	\$3,800.00
	February 13, 2004					65N100518	6,750	6,250	4,000	3,500	3,000	2,600	GOOD	0%	\$2,600.00

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CTK V      Ions of  
 Citicapital Assets  
 800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
•	24000072L	2000	Mitsubishi	2FHC20	4,000W Electric Cushion Tired Forklift	A2BC2-31091	6,750	6,250	4,000	3,500	3,000	2,500	GOOD	0%	\$5
•	144970205	1997	Mitsubishi	FBS20	4,000W Cushion Tired Forklift	7FN400313	5,000	4,500	2,500	2,250	2,000	1,750	GOOD	0%	\$2,500.00
•	43590350L	1999	Mitsubishi	FBI6KT	3,000W 3-Wheeled Counterbalanced Forklift	EFB4000142	2,750	3,500	1,700	1,500	1,300	1,100	GOOD	0%	\$1,750.00
•	P70001691		EZ-GO		Golf Cart	1234X	1,500	1,300	1,000	900	800	700	GOOD	0%	\$1,200.00
•	70991303P	1999	Cushman	MINITEMIS	Electric Cart	99005814	1,750	1,500	1,250	1,000	1,000	800	GOOD	0%	\$700.00
•	61990198F	1999	Crown	RR4020-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A312420	6,750	4,750	4,750	3,750	3,750	2,750	GOOD	0%	\$800.00
•	60990180F	1997	Crown	50FLQD	5,000W Electric Cushion Tired Lift Truck	9A101604	5,000	4,500	2,750	3,500	3,000	2,700	GOOD	0%	\$1,750.00
•	61990357F	1999	Crown	RD5020-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A310662	7,250	6,000	4,500	3,500	3,500	2,500	GOOD	0%	\$2,700.00
•	45990399F	1999	Crown	RD5020-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A310681	7,250	6,000	4,500	3,500	3,500	2,500	GOOD	0%	\$1,500.00
•	60990169F	1999	Crown	RD5020-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A310708	7,250	6,000	4,500	3,500	3,500	2,500	GOOD	0%	\$2,500.00
•	P60990169	1999	Crown	RD5020-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A310708	6,250	5,000	4,500	3,500	3,500	2,500	GOOD	0%	\$2,500.00
•	P61000370	1994	Crown	40RCCT-S	4,000W Electric Stand-Up Rider Lift Truck	1A142314	500	450	375	335	300	250	GOOD	0%	\$250.00
•	70781646P	1998	Columbia	Utility Vehicle	Electric Cart	4025148	1,500	1,300	1,000	900	800	700	GOOD	0%	\$700.00
•	006950278	1994	Casepillar	GC30	6,000W LPG Cushion Tired Forklift	6EA000138	6,500	6,000	3,500	3,200	2,750	2,500	GOOD	0%	\$2,500.00
•	286000080L	2000	Mitsubishi	FG35K	7,000W LPG Pneumatic Tired Forklift	AF29A-00239	10,000	9,000	6,000	5,500	5,000	4,500	FAIR	25%	\$3,375.00
•	29990042L	1999	Mitsubishi	FGC40K-STC	8,000W LPG Cushion Tired Forklift	AFB200235	8,250	7,500	5,000	4,500	4,000	3,500	FAIR	25%	\$2,625.00
•	05000765L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02996	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$3,250.00
•	105000101	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02311	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$2,250.00
•	105000105	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02311	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$2,250.00
•	05591243L	2000	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-02309	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$2,250.00
•	05000724L	2000	Mitsubishi	FGC25K-H0	5,000W LPG Cushion Tired Forklift	AFB2C-90129	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$2,250.00
•	05000085L	2000	Mitsubishi	FGC25K-H0	5,000W LPG Cushion Tired Forklift	AFB2C-90075	7,500	6,750	4,500	4,000	3,500	3,000	FAIR	25%	\$2,250.00
•	25590666L	1997	Mitsubishi	FG25	5,000W LPG Pneumatic Tired Forklift	AF17B-90175	7,000	6,250	4,000	3,500	3,250	2,750	FAIR	25%	\$2,062.50
•	101000024	2000	Mitsubishi	FGC18K	3,500W LPG Cushion Tired Forklift	AFB1C-00913	6,750	6,250	4,000	3,500	3,000	2,600	FAIR	25%	\$1,950.00
•	05000089L	1999	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90096	6,750	6,250	4,000	3,500	3,000	2,600	FAIR	25%	\$1,950.00
•	105000050L	1999	Mitsubishi	FGC25K-H0	5,000W LPG Cushion Tired Forklift	AFB2C-90098	6,750	6,250	4,000	3,500	3,000	2,600	FAIR	25%	\$1,950.00
•	05591497L	1998	Mitsubishi	FGC25K	5,000W LPG Cushion Tired Forklift	AFB2C-90116	6,250	5,750	2,500	3,000	2,600	2,300	FAIR	25%	\$1,725.00
•	144990283	1999	Mitsubishi	FB20KT	4,000W Electric 3-Wheeled Solid Tired Forklift	EPB3050115	4,200	3,900	2,000	1,700	1,500	1,300	FAIR	25%	\$975.00

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Citicapital Assets  
800+ Line Items

8/14/02

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	05000187L	1999	Mitsubishi	FD20KT	4,000W Electric 3-Wheel Solid Tired Forklift	EFB3D50109	4,200	3,900	2,000	1,700	1,500	1,300		off	\$5
	61000064F	2000	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpicking	1A220381	8,250	6,000	5,750	4,250	5,000	3,500	FAIR	25%	\$975.00
	45990301F	1999	Crown	RD3020-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A213105	6,750	5,500	4,000	3,000	3,000	2,000	FAIR	25%	\$2,625.00
	105991210	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-90084	6,750	6,250	4,000	3,500	3,000	2,600	FAIR	25%	\$1,500.00
	105991209	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-90083	6,750	6,250	4,000	3,500	3,000	2,600	CUST UNIT	0%	\$0.00
	105991208	1999	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2C-90080	6,750	6,250	4,000	3,500	3,000	2,600	CUST UNIT	0%	\$0.00
	1050009081	1993	Mitsubishi	FGC25	5,000W LPG Cushion Tired Forklift	AFB2A-53349	3,500	3,250	1,700	1,500	1,400	1,300	CUST UNIT	0%	\$0.00
	P70001692	1989	Mitsubishi	PET18C-30	3,500W Electric Cushion Tired Forklift	276890044	600	600	350	350	250	250	CUST UNIT	0%	\$125.00
	61000188F	2000	Crown	SP3040-30	3,000W Electric Stand-Up Rider Stockpicking	1A231221	8,250	6,000	5,750	4,250	5,000	3,500	CUST UNIT	0%	\$0.00
	61000221F	1999	Crown	WAV50-84	84" Electric Work Assist Vehicle	9A109952	2,000	1,500	1,300	1,150	1,000	850	CUST UNIT	0%	\$0.00
	F61000194	2000	Crown	WP2030-45	4,500W Electric Walkie Pallet Lift Truck	5A106892	1,500	1,200	750	600	500	450	CUST UNIT	0%	\$0.00
	80000112V	2000	Yuzo	YUA24-85G-31		05 YA92 0654	0	0	0	0	0	0			\$0.00
	P70001886		Unknown	89331		319A5279	0	0	0	0	0	0			\$0.00
	P70981013		Unknown	213MHZ		1003	0	0	0	0	0	0			\$0.00
	P70990258		Unknown	30A1-6M16		48414	0	0	0	0	0	0			\$0.00
	H03550440		Unknown	530XL		802089E	0	0	0	0	0	0			\$0.00
	Z90000128		Unknown	SD5A		5952	0	0	0	0	0	0			\$0.00
	P70991564		Unknown	750NH-18C		9C547821	0	0	0	0	0	0			\$0.00
	P70990562		Unknown	ADP-24V2		57149	0	0	0	0	0	0			\$0.00
	Z91990011		Unknown	ABP24V24		57149	0	0	0	0	0	0			\$0.00
	P70990229		Unknown	ATG008 dock leveler		3690715X	0	0	0	0	0	0			\$0.00
	P70990228		Unknown	B8720		A13680	0	0	0	0	0	0			\$0.00
	Z90970312		Unknown	Clamp		924	0	0	0	0	0	0			\$0.00
	Z90970213		Unknown	Clamp		925	0	0	0	0	0	0			\$0.00
	Z90980028		Unknown	Clamp		1001418	0	0	0	0	0	0			\$0.00
	Z90990005		Unknown	Clamp		00089T	0	0	0	0	0	0			\$0.00
	Z90990084		Unknown	Clamp		00156T	0	0	0	0	0	0			\$0.00
	Z90970211		Unknown	Clamp		LCB5GNNB	0	0	0	0	0	0			\$0.00

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File: 05-05-2005 Master Asset List.xls

CTK V Jones of  
Citicapital Assets  
800+ Line Items

9/15/03

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Ordinary Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	P70001695		Unknown	engine		unknown	0	0	0	0	0	0		off	\$0
	P70980488		Unknown	EPG4-5141		49V1FE00	0	0	0	0	0	0			\$0.00
	P63990037		Unknown	EXPEDIT		4B35237	0	0	0	0	0	0			\$0.00
	P70010364		Unknown	Hamilton St. office cubicles		1	0	0	0	0	0	0			\$0.00
	P70010365		Unknown	Hamilton St. office cubicles		2	0	0	0	0	0	0			\$0.00
	P70010366		Unknown	Hamilton St. office cubicles		3	0	0	0	0	0	0			\$0.00
	P70010367		Unknown	Hamilton St. office cubicles		4	0	0	0	0	0	0			\$0.00
	P70010368		Unknown	Hamilton St. office cubicles		5	0	0	0	0	0	0			\$0.00
	P70010369		Unknown	Hamilton St. office cubicles		6	0	0	0	0	0	0			\$0.00
	P70010370		Unknown	Hamilton St. office cubicles		7	0	0	0	0	0	0			\$0.00
	P70010371		Unknown	Hamilton St. office cubicles		8	0	0	0	0	0	0			\$0.00
	P70001245		Unknown	LAL19215 trailer tie down rail		PART	0	0	0	0	0	0			\$0.00
	P70001244		Unknown	LAL192222 trailer wench		PART	0	0	0	0	0	0			\$0.00
	P70981021		Unknown	M7324		1001	0	0	0	0	0	0			\$0.00
	P70981022		Unknown	M7324		1002	0	0	0	0	0	0			\$0.00
	M73970452		Unknown	MDE6033		X9159628	0	0	0	0	0	0			\$0.00
	V88990181		Unknown	MTC		R5742342	0	0	0	0	0	0			\$0.00
	P70980504		Unknown	network		CABE L	0	0	0	0	0	0			\$0.00
	P70980897		Unknown	NP3221		NGV000168	0	0	0	0	0	0			\$0.00
	99010046P	2001	Unknown	OOOAAE36-725		0501 0177	0	0	0	0	0	0			\$0.00
	99010047P	2001	Unknown	OOOAAE36-725		0501 0178	0	0	0	0	0	0			\$0.00
	99010048P	2001	Unknown	OOOAAE36-725		0501 0179	0	0	0	0	0	0			\$0.00
	P70980503		Unknown	Pentium		2548	0	0	0	0	0	0			\$0.00
	P70000132		Unknown	PRO08		NCP80501	0	0	0	0	0	0			\$0.00
	P70000131		Unknown	PRO08 fire press		NCP80502	0	0	0	0	0	0			\$0.00
	Z93990014		Unknown	PULLER		Z93990014	0	0	0	0	0	0			\$0.00
	V82990225		Unknown	SSC-12-500Z		KWL5074	0	0	0	0	0	0			\$0.00
	V82990294		Unknown	SSC-12-550		KXEB351	0	0	0	0	0	0			\$0.00

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Citicorp Assets  
800+ Line Items

Inst #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
V8290395			Unknown	SSC-550		KXE8352	0	0	0	0	0	0		off	\$5
V8290130			Unknown	TGN-12-60		93141	0	0	0	0	0	0			\$0.00
V82900131			Unknown	TGN-12-60		93242	0	0	0	0	0	0			\$0.00
V82000156			Unknown	unknown		KYE616	0	0	0	0	0	0			\$0.00
P70981024			Unknown	Z33M11Z		1004	0	0	0	0	0	0			\$0.00
P70981345			Unknown		111P Compressor	5801P-A	0	0	0	0	0	0			\$0.00
P70981346			Unknown		111P Compressor	5801P-B	0	0	0	0	0	0			\$0.00
P70980774			Unknown	computer software		A1TRAC1	0	0	0	0	0	0			\$0.00
P70001827			Stanley	Vidmar 245	Cabinet	P2066AL2	1,500	1,500	1,000	1,000	750	750			\$0.00
P70981000			Stanley	Vidmar 245	Cabinet	P7039A	1,500	1,500	1,000	1,000	750	750			\$375.00
P70980999			Stanley	Vidmar 245	Cabinet	P2066A	1,500	1,500	1,000	1,000	750	750			\$375.00
P70990885			Marck	DTAT899	Telephone System		0	0	0	0	0	0			\$0.00
P70980651			Marck		Telephone System	3000186	0	0	0	0	0	0			\$0.00
P70990119			Marck		Telephone System	50NT	0	0	0	0	0	0			\$0.00
Z20000127	1994		Long Reach	LCB55NBA828NIGA NO	3,500 Lateral Bale Clamp Forklift Attachment	318530	500	500	300	300	250	250			\$125.00
P70981411	1998		Jenny	EL1W2042	Electric Hot Water Pressure Washer	1098001	1,500	1,450	1,250	1,200	1,000	950			\$0.00
P70981412	1998		Jenny	EL1W2042	Electric Hot Water Pressure Washer	1098002	1,500	1,450	1,250	1,200	1,000	950			\$0.00
P70981413	1998		Jenny	EL1W2042	Electric Hot Water Pressure Washer	1098004	1,500	1,450	1,250	1,200	1,000	950			\$0.00
H05932091			Hyster	S50XL	5,000W Gas Cushion Tired Forklift	18741578KY (S/N Incorrect)	4,500	4,250	2,750	2,500	2,500	2,250			\$0.00
P70981408			Granger		511P Air Compressor	2204 (Duplicate S/N)	500	500	350	350	300	300			\$150.00
P70981410			Granger		211P Air Compressor	2204 (Duplicate S/N)	350	350	200	200	150	150			\$75.00
P70981409			Granger	10-30 7D	Work Bench	1876	75	75	45	45	25	25			\$12.50
82000154V	2000		Exide	12-865B	24-volt Battery Charger	YD29950	300	250	150	125	75	75			\$37.50
82000153V	2000		Exide	12-865B	24-volt Battery Charger	YD29949	300	250	150	125	75	75			\$37.50
82000155V	2000		Exide	12-865B	24-volt Battery Charger	YA25573	300	250	150	125	75	75			\$37.50
84000082V	2000		Exide	3E-24-850	48-volt Battery Charger	XK23118	300	250	150	125	75	75			\$37.50
83010116V	2001		Exide	TGW-24-86	48-volt Battery	ZC48581	150	150	100	100	75	75			\$37.50
84000116V	2000		Exide	3E-24-55	48-volt Battery Charger	YJ39791	250	225	125	100	50	50			\$25.00

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 Citicapital Assets  
 800+ Line Items

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	84000114V	2000	Exide	3E-24-55	48-volt Battery Charger	Y139700	250	225	125	100	50	50		off	\$5
	84000115V	2000	Exide	3E-D24-5	48-volt Battery Charger	Y139789	250	225	125	100	50	50			\$25.00
	84000115V	2001	Exide	SSC-12-55	24-volt Battery	KZC8498	125	125	75	75	50	50			\$25.00
	84000114V	2001	Exide	SSC-12-55	24-volt Battery	KZC8496	125	125	75	75	50	50			\$25.00
	84000142V	2001	Exide	12-125-15	24-volt Battery	AZA220989	35	35	0	0	0	0			\$0.00
	84000143V	2001	Exide	12-125G-1	24-volt Battery	NZC014896	35	35	0	0	0	0			\$0.00
	84000141V	2001	Exide	12-E085-1	24-volt Battery	AZB2326879	35	35	0	0	0	0			\$0.00
	84000140V	2001	Exide	12-E085-1	24-volt Battery	AZB2326878	35	35	0	0	0	0			\$0.00
	84000232V	2000	Exide	12-E125-1	24-volt Battery	AYD185965	35	35	0	0	0	0			\$0.00
	84000291V	2000	Exide	12-E125-1	24-volt Battery	AYD185571	35	35	0	0	0	0			\$0.00
	84000290V	2000	Exide	12-E125-1	24-volt Battery	AYD185570	35	35	0	0	0	0			\$0.00
	84000170V	2000	Exide	24-E100-1	48-volt Battery	AXF147732	35	35	0	0	0	0			\$0.00
	84000236V	2000	Exide	24-E75L17	48-volt Battery	AYD10421	35	35	0	0	0	0			\$0.00
	84000235V	2000	Exide	24-E75L17	48-volt Battery	AYD10420	35	35	0	0	0	0			\$0.00
	84000234V	2000	Exide	24-E75L17	48-volt Battery	AYD10419	35	35	0	0	0	0			\$0.00
	770990766		DeaRay		6x8 Double Face Aluminum Sign		250	250	150	150	100	100			\$50.00
	V81986621		Deka		Battery	3DEK0112	35	35	0	0	0	0			\$0.00
	V81990620		Deka		Battery	3DEK1263	35	35	0	0	0	0			\$0.00
	F54900025	1999	Crown	RC3030-40	4,000W Electric Stand-Up Rider Lift Truck	1A219310	6,750	5,750	5,000	4,000	4,000	3,000			\$0.00
	60990181F	1998	Crown	RC1020-30	3,000W Electric Stand-Up Rider Lift Truck	1A193576	4,500	3,750	3,250	2,500	2,500	1,800			\$0.00
	61000418P	2000	Crown	PE3540-80	8,000W Electric Rider Pallet Truck	6A188781	3,250	2,750	2,000	1,750	1,650	1,450			\$0.00
	F61970080	1995	Crown	RB3520-45	4,500W Electric Narrow Aisle Reach Lift Truck	1A158864	1,000	825	800	675	675	550			\$0.00
	F61000385	1994	Crown	RD3040-30	3,000W Electric Narrow Aisle Reach Lift Truck	1A143476	1,000	800	650	550	450	400			\$0.00
	F61000373	1994	Crown	40RCTT	4,000W Electric Walkie Rider Lift Truck	1A143465	500	450	375	335	300	250			\$0.00
	F53000065	1996	Crown	40CPW	4,000W Electric Walkie Rider Lift Truck	7A119559	175	155	125	115	100	100			\$0.00
	F61000-01	1975	Crown	60PE-27-3	6,000W Electric Rider Pallet Truck	W-6927	150	150	120	120	100	100			\$0.00
	CO4000114	1986	Clark	GCS20MB	4,000W LPG Cushion Tired Forklift	G1382215321A	2,750	2,500	1,750	1,500	1,500	1,250			\$0.00
	C31000483	1991	Clark	ECS25	3,000W Electric Cushion Tired Forklift	E3337905EB	1,000	1,000	700	700	500	500			\$0.00

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**CTK V      ions of  
Citicapital Assets  
800+ Line Items**

Insp.*	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	Z99000090		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	621553-T-222 (Remfg.)	1,250	1,100	750	675	500	450		off	\$5
	Z99900039		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2444 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z99900040	2000	Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2445 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z99000035	2000	Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2472 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z99000037	2000	Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2474 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000061		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2483 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000063		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2485 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z99000060	2000	Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2487 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99900014		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	11781601 (SN Incorrect) (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000019		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	67071-T-32 (SN Incorrect) (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000018		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-9 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000020		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	621553-T-16 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000022		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2505 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000023		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2506 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000001		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2513 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000021		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-625 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000025		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	108917-T-1155 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000026		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	208937-T-1156 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000000		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-2512 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z99000034		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	208937-T-1157 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000037		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment	678863-T-21 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99000033		Cascade	35D-CCS-35Q	3.500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2470 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
*	Z91000017	2000	Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	SELR-2557-T1 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
	Z99900004		Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	970451 (SN Incorrect)	1,250	1,100	750	675	500	450			\$225.00
	Z99900003		Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990276 (SN Incorrect)	1,250	1,100	750	675	500	450			\$225.00
	Z99900010		Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990427 (SN Incorrect)	1,250	1,100	750	675	500	450			\$225.00
	Z99900001		Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990428 (SN Incorrect)	1,250	1,100	750	675	500	450			\$225.00
	Z99900008		Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990430 (SN Incorrect)	1,250	1,100	750	675	500	450			\$225.00

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CTK V  
Citicapital Assets  
800+ Line Items

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Ordinary Liquidation Value		Distressed Value		Condition	% Due	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
Z99990209			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990431 (S/N Incorrect)	1,250	1,100	750	675	500	450		0%	\$5
Z99990205			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990451 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990203			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990452 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990199			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990453 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990207			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990555 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990206			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990556 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990206			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990557 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990719 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990198			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	990720 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990010			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	135094-T-05 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
Z99990011			Cascade	35EPS-004	3.500W Hydraulic Sideshift Push/Pull Attachment	25904-T-01 (Remfg.)	1,250	1,100	750	675	500	450			\$225.00
Z99990196			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Forklift Attachment	990718	1,250	1,100	750	675	500	450			\$225.00
Z99990197			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	990384 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	990385 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	990386 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	990387 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	990388 (S/N Incorrect)	1,250	1,100	750	675	500	450			\$225.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	19500240P	1,000	900	600	550	400	350			\$175.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	81950024	1,000	900	600	550	400	350			\$175.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	81950024	1,000	900	600	550	400	350			\$175.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	2585-T-1 (Remfg.)	1,000	900	600	550	400	350			\$175.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	1 (S/N Incorrect)	500	500	150	150	100	100			\$50.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	2 (S/N Incorrect)	500	500	150	150	100	100			\$50.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	3 (S/N Incorrect)	500	500	150	150	100	100			\$50.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	103807 (S/N Incorrect)	500	500	150	150	100	100			\$50.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	671553-T-332 (Remfg.)	0	0	0	0	0	0			\$0.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	678863-T-242 (Remfg.)	0	0	0	0	0	0			\$0.00
Z99990197Z			Cascade	35EPS-Q004	3.500W Hydraulic Sideshift Push/Pull Attachment	678863-T-243 (Remfg.)	0	0	0	0	0	0			\$0.00

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CTK V  
Citicapital Assets  
800+ Line Items

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Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Ordinary Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
Z90000093			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2457 (Remfg.)	0	0	0	0	0	0		off	\$5
Z90000025			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2462 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000026			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2463 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000037			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2464 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000038			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2465 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000039			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2466 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000030			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2467 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000031			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2468 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000032			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2469 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000034			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2471 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000036			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2473 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000062			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2484 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000064			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2486 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000089			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2441 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000016			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2441 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000017			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2441 (Remfg.)	0	0	0	0	0	0			\$0.00
Z90000099			Cascade	35D-CCS-35Q	3,500W Hydraulic Canon Clamp Forklift Attachment (Sold)	678863-T-2511 (Remfg.)	0	0	0	0	0	0			\$0.00
84000127V	2000		Buildlog	CH13AV750M	24-volt Battery Charger, 750 Amp	007200388 (SIN Incorrect)	250	250	100	100	75	75			\$37.50
86000376V	2000		Buildlog	12-100B-11	24-volt Bull Pak Battery/Charger	804W538	200	200	75	75	50	50			\$25.00
86000375V	2000		Buildlog	12-100B-11	24-volt Bull Pak Battery/Charger	704W390	200	200	75	75	50	50			\$25.00
86000406V	2000		Buildlog	12-E100-11	24-volt Bull Pak Battery/Charger	1104W126	200	200	75	75	50	50			\$25.00
81000448V	2000		Buildlog	18-105D-3	36-volt Battery	00726127 (SIN & Model Incorrect)	45	45	0	0	0	0			\$0.00
870001019V	2000		Buildlog	18-125-13	36-volt Battery	1204W160	45	45	0	0	0	0			\$0.00
870001018V	2000		Buildlog	18-125-13	36-volt Battery	1204W159	45	45	0	0	0	0			\$0.00
870001016V	2000		Buildlog	18-125-13	36-volt Battery	1204W157	45	45	0	0	0	0			\$0.00
870001015V	2000		Buildlog	18-125-13	36-volt Battery	1204W155	45	45	0	0	0	0			\$0.00
870009959V	2000		Buildlog	18-125-17	36-volt Battery	1204W319	45	45	0	0	0	0			\$0.00
870007112V	2000		Buildlog	18-125B-15	36-volt Battery	804T471	45	45	0	0	0	0			\$0.00

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CTK V  
Citicapital Assets  
800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
87000159V		2000	Buildlog	18-125B-15	36-volt Battery	804T470	45	45	0	0	0	0		off	\$5
87000186V		2000	Buildlog	18-85-29	36-volt Battery	804W470	45	45	0	0	0	0			\$0.00
88000160V		2000	Buildlog	24-85-17	48-volt Battery	1404W63 (SIN Incorrect)	50	50	0	0	0	0			\$0.00
88000259V		2000	Buildlog	24-85-1117	48-volt Battery	1204T129	50	50	0	0	0	0			\$0.00
88000161V		2000	Buildlog	24-E100-11	48-volt Battery	704W389	50	50	0	0	0	0			\$0.00
88000162V		2000	Buildlog	24-E100-11	48-volt Battery	1104W115	50	50	0	0	0	0			\$0.00
88000160V		2000	Buildlog	24-E100-11	48-volt Battery	704W391	50	50	0	0	0	0			\$0.00
170980777			Bluff		3HP Portable Air Compressor		450	450	300	300	250	250			\$125.00
V81990018				18-775B	36-volt Battery Charger	W1195867	300	250	150	125	75	75			\$37.50
83000093V		2000		18B0750N2	36-volt Battery Charger	00120519	300	250	150	125	75	75			\$37.50
V41990441				D3E-12-8500	24-volt Battery Charger	XJ20435	300	250	150	125	75	75			\$37.50
V81990475				D3E-18-1050	36-volt Battery Charger	XD9957	400	350	200	150	75	75			\$37.50
83000106V		2000		D3E-18-85	36-volt Battery Charger	YA15911	300	250	150	125	75	75			\$37.50
83000123V		2000		D3E-18-95	36-volt Battery Charger	YC29234	400	350	200	150	75	75			\$37.50
83990045V		1999		D3E-18-95	36-volt Battery Charger	YA34977	400	350	200	150	75	75			\$37.50
83990056V		1999		D3E-18-95	36-volt Battery Charger	XJ21088	400	350	200	150	75	75			\$37.50
83990055V		1999		D3E-18-95	36-volt Battery Charger	XJ21087	400	350	200	150	75	75			\$37.50
83990054V		1999		D3E-18-95	36-volt Battery Charger	XJ21086	400	350	200	150	75	75			\$37.50
83990053V		1999		D3E-18-95	36-volt Battery Charger	XJ21085	400	350	200	150	75	75			\$37.50
83990052V		1999		D3E-18-95	36-volt Battery Charger	XJ21084	400	350	200	150	75	75			\$37.50
83990060V		1999		D3E-18-95	36-volt Battery Charger	X117951	400	350	200	150	75	75			\$37.50
83990059V		1999		D3E-18-95	36-volt Battery Charger	X117950	400	350	200	150	75	75			\$37.50
83990058V		1999		D3E-18-95	36-volt Battery Charger	X117645	400	350	200	150	75	75			\$37.50
83990057V		1999		D3E-18-95	36-volt Battery Charger	X117644	400	350	200	150	75	75			\$37.50
V81000182				D3E-18-9500	36-volt Battery Charger	Y1136777	400	350	200	150	75	75			\$37.50
V81000183				D3E-18-9500	36-volt Battery Charger	Y1136776	400	350	200	150	75	75			\$37.50
V83990608				D3E-18-9500	36-volt Battery Charger	X123593	400	350	200	150	75	75			\$37.50
V83990700				D3E-18-9500	36-volt Battery Charger	X123595	400	350	200	150	75	75			\$37.50

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CTKV  
 Citicapital Assets  
 800+ Line Items

10/22/02

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSP Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	VE3900707			D3E-910D	36-volt Battery Charger	X121602	400	350	200	150	75	75		off	\$5
	81990054V	1999		LG12-865F	24-volt Battery Charger	9828226	300	250	150	125	75	75			\$37.50
	81990053V	1999		LG12-865F	24-volt Battery Charger	9828225	300	250	150	125	75	75			\$37.50
	81990052V	1999		LG12-865F	24-volt Battery Charger	9828224	300	250	150	125	75	75			\$37.50
	81990051V	1999		LG12-865F	24-volt Battery Charger	9828223	300	250	150	125	75	75			\$37.50
	81990050V	1999		LG12-865F	24-volt Battery Charger	9828222	300	250	150	125	75	75			\$37.50
	81980601V	1998		LG18-1050	36-volt Battery Charger	9828149	400	350	200	150	75	75			\$37.50
	81980600V	1998		LG18-1050	36-volt Battery Charger	9828148	400	350	200	150	75	75			\$37.50
	81980603V	1998		LG18-1050	36-volt Battery Charger	9828147	400	350	200	150	75	75			\$37.50
	81980599V	1998		LG18-1050	36-volt Battery Charger	9828146	400	350	200	150	75	75			\$37.50
	81980602V	1998		LG18-1050	36-volt Battery Charger	9828145	400	350	200	150	75	75			\$37.50
	81990091V	1999		LG18-1050F	36-volt Battery Charger	99R15085	400	350	200	150	75	75			\$37.50
	81990090V	1999		LG18-1050F	36-volt Battery Charger	99R15084	400	350	200	150	75	75			\$37.50
	81990092V	1999		LG18-1050F	36-volt Battery Charger	99R15083	400	350	200	150	75	75			\$37.50
	81990091V	1999		LG18-1050F	36-volt Battery Charger	99R15082	400	350	200	150	75	75			\$37.50
	81990093V	1999		LG18-1050F	36-volt Battery Charger	99R15081	400	350	200	150	75	75			\$37.50
	819900329			W3-12-865	24-volt Battery Charger	X614411	300	250	150	125	75	75			\$37.50
	81990061V	2001		W3-12-865	24-volt Battery Charger	ZA46149	300	250	150	125	75	75			\$37.50
	819900127V	2000		W3-12-865	24-volt Battery Charger	X123995	300	250	150	125	75	75			\$37.50
	819900334			W3-18-865B	36-volt Battery Charger	XFI3146	300	250	150	125	75	75			\$37.50
	81990073V	2001		W3-18-865B	36-volt Battery Charger	ZB4795	300	250	150	125	75	75			\$37.50
	819900418			W3-18-960B	36-volt Battery Charger	V038492	400	350	200	150	75	75			\$37.50
	819900437			W3-18-960B	36-volt Battery Charger	V038490	400	350	200	150	75	75			\$37.50
	819900436			W3-18-960B	36-volt Battery Charger	V038489	400	350	200	150	75	75			\$37.50
	819900435			W3-18-960B	36-volt Battery Charger	V038488	400	350	200	150	75	75			\$37.50
	819900434			W3-18-960B	36-volt Battery Charger	V038487	400	350	200	150	75	75			\$37.50
	819900440			W3-18-960B	36-volt Battery Charger	V038486	400	350	200	150	75	75			\$37.50
	819900439			W3-18-960B	36-volt Battery Charger	V038425	400	350	200	150	75	75			\$37.50

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CTK V. Ions of  
Citicapital Assets  
800+ Line Items

3/23/02

Jasp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTS/Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	81000613V	2000		18V105X3D	36-volt Battery Charger	00X25845	250	225	125	100	50	50		off	\$5
	81000612V	2000		18V105X3D	36-volt Battery Charger	00X25770	250	225	125	100	50	50			\$25.00
	V82000353			C1-12-550B	24-volt Battery Charger	R8168726	250	225	125	100	50	50			\$25.00
	V82000360			C1-12-550B	24-volt Battery Charger	R7517925	250	225	125	100	50	50			\$25.00
	V82000365			C1-12-550B	24-volt Battery Charger	86179102	250	225	125	100	50	50			\$25.00
	V83000376			C3-18-680B	36-volt Battery Charger	R8403321	250	225	125	100	50	50			\$25.00
	V83000375			C3-18-680B	36-volt Battery Charger	81704203	250	225	125	100	50	50			\$25.00
	82990281V	1999		D3E-12-50	24-volt Battery Charger	X117770	250	225	125	100	50	50			\$25.00
	82990282V	1999		D3E-12-55	24-volt Battery Charger	X117768	250	225	125	100	50	50			\$25.00
	82990283V	1999		D3E-12-55	24-volt Battery Charger	XG15438	250	225	125	100	50	50			\$25.00
	82990333V	1999		D3E-12-55	24-volt Battery Charger	XG15437	250	225	125	100	50	50			\$25.00
	82990334V	1999		D3E-12-55	24-volt Battery Charger	WE90043	250	225	125	100	50	50			\$25.00
	V83990473			D3E-18-550	36-volt Battery Charger	VA25792	250	225	125	100	50	50			\$25.00
	81000118V	2000		D3E-18-68	36-volt Battery Charger	XYE3617	250	225	125	100	50	50			\$25.00
	82000157V	2000		SSC12-51Q	24-volt Battery Charger	XG13662	250	225	125	100	50	50			\$25.00
	V83990476			W3-18-680	36-volt Battery Charger	XG13661	250	225	125	100	50	50			\$25.00
	V83990480			W3-18-680	36-volt Battery Charger	604W494	250	225	125	100	50	50			\$25.00
	V86000217			12-100-11	24-volt Battery	77047	35	35	0	0	0	0			\$0.00
	V86990245			12-100G-1	24-volt Battery	77045	35	35	0	0	0	0			\$0.00
	V86990244			12-100G-1	24-volt Battery	77045	35	35	0	0	0	0			\$0.00
	V86990243			12-100G-1	24-volt Battery	77045	35	35	0	0	0	0			\$0.00
	V86000144			12-125-15	24-volt Battery	XL170181	35	35	0	0	0	0			\$0.00
	86010094V	2001		12-125-15	24-volt Battery	AYK213614	35	35	0	0	0	0			\$0.00
	86010086V	2001		12-125-15	24-volt Battery	AYK213613	35	35	0	0	0	0			\$0.00
	V86000223			12-125-19	24-volt Battery	804W505	35	35	0	0	0	0			\$0.00
	86990138V	1999		12-125-F1	24-volt Battery	XA932084	35	35	0	0	0	0			\$0.00
	86990135V	1999		12-125-F1	24-volt Battery	XA932084	35	35	0	0	0	0			\$0.00
	86990137V	1999		12-125-F1	24-volt Battery	XA932083	35	35	0	0	0	0			\$0.00

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CTK V. ions of  
Citicapital Assets  
800+ Line Items

Inup *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	86990136V	1999		12-125-F1	24-volt Battery	XA932082	35	35	0	0	0	0		off	\$0.00
	86990133V	1999		12-125-F1	24-volt Battery	XA932081	35	35	0	0	0	0			\$0.00
	86990132V	1999		12-125-F1	24-volt Battery	XA932080	35	35	0	0	0	0			\$0.00
	86990135V	1999		12-125-F1	24-volt Battery	XA932079	35	35	0	0	0	0			\$0.00
	86990134V	1999		12-125-F1	24-volt Battery	XA932078	35	35	0	0	0	0			\$0.00
	86990131V	1999		12-125-F1	24-volt Battery	XA932077	35	35	0	0	0	0			\$0.00
	86990130V	1999		12-125-F1	24-volt Battery	XA932076	35	35	0	0	0	0			\$0.00
	V86000613			12-160Q11	24-volt Battery	1082203	35	35	0	0	0	0			\$0.00
	V86000614			12-158-15	24-volt Battery	XL170180	35	35	0	0	0	0			\$0.00
	V86000628			12-85-1	24-volt Battery	R8168712	35	35	0	0	0	0			\$0.00
	V86000627			12-85-1	24-volt Battery	R8168721	35	35	0	0	0	0			\$0.00
	V86000612			12-85-1	24-volt Battery	R8168719	35	35	0	0	0	0			\$0.00
	V86000610			12-85-1	24-volt Battery	R8168717	35	35	0	0	0	0			\$0.00
	V86000609			12-85-1	24-volt Battery	R8168716	35	35	0	0	0	0			\$0.00
	V86000608			12-85-1	24-volt Battery	R8168715	35	35	0	0	0	0			\$0.00
	V86000606			12-85-1	24-volt Battery	R8168713	35	35	0	0	0	0			\$0.00
	V86000605			12-85-1	24-volt Battery	R8168712	35	35	0	0	0	0			\$0.00
	V86000604			12-85-1	24-volt Battery	R8168711	35	35	0	0	0	0			\$0.00
	V86000629			12-85-1	24-volt Battery	81687123	35	35	0	0	0	0			\$0.00
	V86000626			12-85-1	24-volt Battery	81687130	35	35	0	0	0	0			\$0.00
	V86000624			12-85-1	24-volt Battery	81687119	35	35	0	0	0	0			\$0.00
	V86000622			12-85-1	24-volt Battery	81687118	35	35	0	0	0	0			\$0.00
	V86000620			12-85-1	24-volt Battery	81687117	35	35	0	0	0	0			\$0.00
	V86000618			12-85-1	24-volt Battery	81687116	35	35	0	0	0	0			\$0.00
	V86000617			12-85-1	24-volt Battery	81687115	35	35	0	0	0	0			\$0.00
	V86000616			12-85-1	24-volt Battery	81687114	35	35	0	0	0	0			\$0.00
	V86000615			12-85-1	24-volt Battery	81687113	35	35	0	0	0	0			\$0.00
	V86000614			12-85-1	24-volt Battery	81687112	35	35	0	0	0	0			\$0.00

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Honeywell Appraisal  
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CTKV  
Critical Assets  
800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	V86000613			12-85-1	24-volt Battery	81687110	35	35	0	0	0	0		0%	\$5
	V86000611			12-85-1	24-volt Battery	81687108	35	35	0	0	0	0			\$0.00
	V86990359			12-85-13	24-volt Battery	XB133809	35	35	0	0	0	0			\$0.00
	V86000633			12-85-13	24-volt Battery	86179120	35	35	0	0	0	0			\$0.00
	V86000632			12-85-13	24-volt Battery	86179119	35	35	0	0	0	0			\$0.00
	V86000623			12-85-13	24-volt Battery	86179118	35	35	0	0	0	0			\$0.00
	V86000636			12-85-13	24-volt Battery	86179117	35	35	0	0	0	0			\$0.00
	V86000631			12-85-13	24-volt Battery	86179115	35	35	0	0	0	0			\$0.00
	V86000630			12-85-13	24-volt Battery	86179114	35	35	0	0	0	0			\$0.00
	V86000621			12-85-13	24-volt Battery	86179113	35	35	0	0	0	0			\$0.00
	V86000368			12-85-13	24-volt Battery	86179105	35	35	0	0	0	0			\$0.00
	V86000367			12-85-13	24-volt Battery	86179104	35	35	0	0	0	0			\$0.00
	V86000454			12-85-13	24-volt Battery	86179102	35	35	0	0	0	0			\$0.00
	V86990833			12-D75-13	24-volt Battery	86179101	35	35	0	0	0	0			\$0.00
	V86990832			12-D75-13	24-volt Battery	3655IE	35	35	0	0	0	0			\$0.00
	V86990834			12-D75-13	24-volt Battery	1056RF	35	35	0	0	0	0			\$0.00
	86990555V	1999		12-E100-1	24-volt Battery	61985101	35	35	0	0	0	0			\$0.00
	86990554V	1999		12-E100-1	24-volt Battery	AX1158134	35	35	0	0	0	0			\$0.00
	86990557V	1999		12-E100-1	24-volt Battery	AX1158133	35	35	0	0	0	0			\$0.00
	86990556V	1999		12-E100-1	24-volt Battery	AX1158132	35	35	0	0	0	0			\$0.00
	86990559V	1999		12-E100-1	24-volt Battery	AX1158131	35	35	0	0	0	0			\$0.00
	86990558V	1999		12-E100-1	24-volt Battery	AX1158130	35	35	0	0	0	0			\$0.00
	86990553V	2000		12-E125-1	24-volt Battery	AX1158129	35	35	0	0	0	0			\$0.00
	V85990608			12-E125-15	24-volt Battery	AYA172162	35	35	0	0	0	0			\$0.00
	V85990382			12-E135-17	24-volt Battery	XEH6095	35	35	0	0	0	0			\$0.00
	V85990374			12-E460-11	24-volt Battery	101064	35	35	0	0	0	0			\$0.00
					24-volt Battery	XEH44176	35	35	0	0	0	0			\$0.00

February 13, 2004

Inventory Appraisal  
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CTK V  
Citicorp Assets  
800+ Line Items

8/25/02

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSN Liquidation
							Current	Year One	Current	Year One	Current	Year One			
V86900735				12-E460-11	24-volt Battery	XEI144175	35	35	0	0	0	0		off	\$5
V86900733				12-E46071	24-volt Battery	147403	35	35	0	0	0	0			\$0.00
V86000293				12-E85-13	24-volt Battery	YEI89276	35	35	0	0	0	0			\$0.00
86000294V	2000			12-E85-13	24-volt Battery	AYE189277	35	35	0	0	0	0			\$0.00
86900611V	1999			12-E85-13	24-volt Battery	AXJ161176	35	35	0	0	0	0			\$0.00
86900630V	1999			12-E85-13	24-volt Battery	AXJ161175	35	35	0	0	0	0			\$0.00
V87971291				18 CELL	36-volt Battery	018E0785	45	45	0	0	0	0			\$0.00
V87001196				18-125	36-volt Battery	81704103	45	45	0	0	0	0			\$0.00
V87001195				18-125	36-volt Battery	81704101	45	45	0	0	0	0			\$0.00
87010359V	2001			18-125-13	36-volt Battery	TPF169115	45	45	0	0	0	0			\$0.00
87010358V	2001			18-125-13	36-volt Battery	TPF169114	45	45	0	0	0	0			\$0.00
87010357V	2001			18-125-13	36-volt Battery	TPF169113	45	45	0	0	0	0			\$0.00
87010286V	2001			18-125-13	36-volt Battery	AZC229175	45	45	0	0	0	0			\$0.00
V87001314				18-125-17	36-volt Battery	605T161	45	45	0	0	0	0			\$0.00
V87001254				18-125-17	36-volt Battery	505T339	45	45	0	0	0	0			\$0.00
V87001253				18-125-17	36-volt Battery	505T338	45	45	0	0	0	0			\$0.00
V87001251				18-125-17	36-volt Battery	505T336	45	45	0	0	0	0			\$0.00
V87001262				18-125-17	36-volt Battery	505T392	45	45	0	0	0	0			\$0.00
V87001259				18-125-17	36-volt Battery	505T289	45	45	0	0	0	0			\$0.00
V87001193				18-125-17	36-volt Battery	81692114	45	45	0	0	0	0			\$0.00
V87001189				18-125-17	36-volt Battery	81692112	45	45	0	0	0	0			\$0.00
V87001188				18-125-17	36-volt Battery	81692111	45	45	0	0	0	0			\$0.00
V87001187				18-125-17	36-volt Battery	81692110	45	45	0	0	0	0			\$0.00
V87001185				18-125-17	36-volt Battery	81692109	45	45	0	0	0	0			\$0.00
V87001190				18-125-17	36-volt Battery	81692108	45	45	0	0	0	0			\$0.00
V87001192				18-125-17	36-volt Battery	81692108	45	45	0	0	0	0			\$0.00
V87001186				18-125-17	36-volt Battery	81692107	45	45	0	0	0	0			\$0.00
V87001184				18-125-17	36-volt Battery	81692105	45	45	0	0	0	0			\$0.00

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**CTK V**    **ions of**  
**Citlcapual Assets**  
**800+ Line Items**

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CTKV - Assets of  
Citicorp Assets  
800+ Line Items

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc off	LTSN Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	V87001179			18-125W	36-volt Battery	81336111	45	45	0	0	0	0			\$5
	V87001176			18-125W	36-volt Battery	81336108	45	45	0	0	0	0			\$0.00
	V87001175			18-125W	36-volt Battery	81336107	45	45	0	0	0	0			\$0.00
	V87001174			18-125W	36-volt Battery	81336107	45	45	0	0	0	0			\$0.00
	V87001173			18-125W	36-volt Battery	81336106	45	45	0	0	0	0			\$0.00
	V87001171			18-125W	36-volt Battery	81336104	45	45	0	0	0	0			\$0.00
	V87001170			18-125W	36-volt Battery	81336103	45	45	0	0	0	0			\$0.00
	V87001169			18-125W	36-volt Battery	81336102	45	45	0	0	0	0			\$0.00
	V87001168			18-125W	36-volt Battery	81336101	45	45	0	0	0	0			\$0.00
	V87001172			18-125W	36-volt Battery	18339105	45	45	0	0	0	0			\$0.00
	V87001178			18-125W	36-volt Battery	18336110	45	45	0	0	0	0			\$0.00
	V87001166			18-125W	36-volt Battery	17040108	45	45	0	0	0	0			\$0.00
	V87001167			18-125W	36-volt Battery	17040108	45	45	0	0	0	0			\$0.00
	V87001164			18-125W	36-volt Battery	17040106	45	45	0	0	0	0			\$0.00
	V87001163			18-125W	36-volt Battery	17040104	45	45	0	0	0	0			\$0.00
	V87001165			18-125W	36-volt Battery	17040103	45	45	0	0	0	0			\$0.00
	87000211V	2000		18-85-17	36-volt Battery	403W445	45	45	0	0	0	0			\$0.00
	V87980623			18-965	36-volt Battery	89C4048	45	45	0	0	0	0			\$0.00
	V87980622			18-965	36-volt Battery	89C4047	45	45	0	0	0	0			\$0.00
	V87980561			18-E100-21	36-volt Battery	X1160598	45	45	0	0	0	0			\$0.00
	V87980530			18-E100-21	36-volt Battery	XA130447	45	45	0	0	0	0			\$0.00
	V87980333			18-E125-1	36-volt Battery	X0997608	45	45	0	0	0	0			\$0.00
	87000261V	2000		18-E125-1	36-volt Battery	AYC183028	45	45	0	0	0	0			\$0.00
	87000260V	2000		18-E125-1	36-volt Battery	AYC183027	45	45	0	0	0	0			\$0.00
	87991436V	1999		18-E125-1	36-volt Battery	AYA173205	45	45	0	0	0	0			\$0.00
	87991433V	1999		18-E125-1	36-volt Battery	AYA173204	45	45	0	0	0	0			\$0.00
	87980438V	2000		18-E125-1	36-volt Battery	AXL165097	45	45	0	0	0	0			\$0.00
	V87991376			18-E125-13	36-volt Battery	XL170995	45	45	0	0	0	0			\$0.00

February 13, 2004  
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File: 05-08-2005 Master Asset List.xls

CTK V  
Citicapsul Assets  
800+ Line Items

8/29/02

Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	V87991315			18-E125-13	36-volt Battery	XL170994	45	45	0	0	0	0		0%	\$5
	V87991314			18-E125-13	36-volt Battery	XL170154	45	45	0	0	0	0			\$0.00
	V87991313			18-E125-13	36-volt Battery	XL170153	45	45	0	0	0	0			\$0.00
	V87990606			18-E125-13	36-volt Battery	XG151198	45	45	0	0	0	0			\$0.00
	V87990679			18-E125-13	36-volt Battery	XFI49584	45	45	0	0	0	0			\$0.00
	V87991319			18-E125-17	36-volt Battery	XL169228	45	45	0	0	0	0			\$0.00
	V87991318			18-E125-17	36-volt Battery	XL169227	45	45	0	0	0	0			\$0.00
	V87991317			18-E125-17	36-volt Battery	XL169226	45	45	0	0	0	0			\$0.00
	V87991316			18-E125-17	36-volt Battery	XL169225	45	45	0	0	0	0			\$0.00
	V87991315			18-E125-17	36-volt Battery	XL169224	45	45	0	0	0	0			\$0.00
	V87991314			18-E125-17	36-volt Battery	XL169223	45	45	0	0	0	0			\$0.00
	V87991312			18-E125-17	36-volt Battery	XL169221	45	45	0	0	0	0			\$0.00
	V87991311			18-E125-17	36-volt Battery	XL169220	45	45	0	0	0	0			\$0.00
	V87991310			18-E125-17	36-volt Battery	XL169219	45	45	0	0	0	0			\$0.00
	V87991329			18-E125-17	36-volt Battery	XL169218	45	45	0	0	0	0			\$0.00
	V87991327			18-E125-17	36-volt Battery	XL169216	45	45	0	0	0	0			\$0.00
	V87991326			18-E125-17	36-volt Battery	XL169215	45	45	0	0	0	0			\$0.00
	V87991325			18-E125-17	36-volt Battery	XL169214	45	45	0	0	0	0			\$0.00
	V87991324			18-E125-17	36-volt Battery	XL169213	45	45	0	0	0	0			\$0.00
	V87991323			18-E125-17	36-volt Battery	XL169212	45	45	0	0	0	0			\$0.00
	V87991322			18-E125-17	36-volt Battery	XL169211	45	45	0	0	0	0			\$0.00
	V87991321			18-E125-17	36-volt Battery	XL169210	45	45	0	0	0	0			\$0.00
	V87991320			18-E125-17	36-volt Battery	XL169209	45	45	0	0	0	0			\$0.00
	V87991319			18-E125-17	36-volt Battery	XL169208	45	45	0	0	0	0			\$0.00
	V87991318			18-E125-17	36-volt Battery	XL169207	45	45	0	0	0	0			\$0.00
	V87991317			18-E125-17	36-volt Battery	XL169206	45	45	0	0	0	0			\$0.00
	V87991316			18-E125-17	36-volt Battery	XL169205	45	45	0	0	0	0			\$0.00
	V87991315			18-E125-17	36-volt Battery	XL169204	45	45	0	0	0	0			\$0.00

February 13, 2004  
Hunady Appraisal  
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CTKV  
Capital Assets  
800+ Line Items

Insp #	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	V87991344			18-E125-17	36-volt Battery	XL169201	45	45	0	0	0	0		off	\$5
	V87991343			18-E125-17	36-volt Battery	XL169202	45	45	0	0	0	0			\$0.00
	V87991342			18-E125-17	36-volt Battery	XL169201	45	45	0	0	0	0			\$0.00
	V87991341			18-E125-17	36-volt Battery	XL169200	45	45	0	0	0	0			\$0.00
	V87991340			18-E125-17	36-volt Battery	XL169199	45	45	0	0	0	0			\$0.00
	V87990539			18-E125-17	36-volt Battery	XF148086	45	45	0	0	0	0			\$0.00
	V87990314			18-E125-17	36-volt Battery	107752	45	45	0	0	0	0			\$0.00
	V87991297			18-E134-13	36-volt Battery	V0051639	45	45	0	0	0	0			\$0.00
	V87001040			18-E140-15	36-volt Battery	Y1102731	45	45	0	0	0	0			\$0.00
	V87001041			18-E140-15	36-volt Battery	Y1102730	45	45	0	0	0	0			\$0.00
	87991255V	1999		18-E155-1	36-volt Battery	AXJ163413	45	45	0	0	0	0			\$0.00
	87991254V	1999		18-E155-1	36-volt Battery	AXJ163412	45	45	0	0	0	0			\$0.00
	87991261V	1999		18-E155W	36-volt Battery	AXJ163419	45	45	0	0	0	0			\$0.00
	87991260V	1999		18-E155W	36-volt Battery	AXJ163418	45	45	0	0	0	0			\$0.00
	87991259V	1999		18-E155W	36-volt Battery	AXJ163417	45	45	0	0	0	0			\$0.00
	87991258V	1999		18-E155W	36-volt Battery	AXJ163416	45	45	0	0	0	0			\$0.00
	87991257V	1999		18-E155W	36-volt Battery	AXJ163415	45	45	0	0	0	0			\$0.00
	87991256V	1999		18-E155W	36-volt Battery	AXJ163414	45	45	0	0	0	0			\$0.00
	87991253V	1999		18-E155W	36-volt Battery	AXJ163411	45	45	0	0	0	0			\$0.00
	87991252V	1999		18-E155W	36-volt Battery	AXJ163410	45	45	0	0	0	0			\$0.00
	87991269V	1999		18-E155W	36-volt Battery	AXJ162222	45	45	0	0	0	0			\$0.00
	87991268V	1999		18-E155W	36-volt Battery	AXJ162221	45	45	0	0	0	0			\$0.00
	87991267V	1999		18-E155W	36-volt Battery	AXJ162220	45	45	0	0	0	0			\$0.00
	87991266V	1999		18-E155W	36-volt Battery	AXJ162219	45	45	0	0	0	0			\$0.00
	87991265V	1999		18-E155W	36-volt Battery	AXJ160063	45	45	0	0	0	0			\$0.00
	87991264V	1999		18-E155W	36-volt Battery	AXJ160062	45	45	0	0	0	0			\$0.00
	87991263V	1999		18-E155W	36-volt Battery	AXJ160061	45	45	0	0	0	0			\$0.00
	87991262V	1999		18-E155W	36-volt Battery	AXJ160060	45	45	0	0	0	0			\$0.00

February 13, 2004  
Inventory Appraisal  
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CTKV  
Citicapital Assets  
800+ Line Items

Insp.	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSit Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	87000216V	2000		18-E85-17	36-volt Battery	AYB177153	45	45	0	0	0	0		off	\$5
	V83000143			18-E85-23	36-volt Battery	6818122	45	45	0	0	0	0			\$0.00
	88000114V	2000		24-E85-21	36-volt Battery	N1210317223	50	50	0	0	0	0			\$0.00
	88000113V	2000		24-E85-21	36-volt Battery	051A910655	50	50	0	0	0	0			\$0.00
	V88000215			24-E100-17	48-volt Battery	YG196580	\$50	\$50	\$0	\$0	\$0	\$0			\$0.00
	V87991431			BT18-085-17	36-volt Battery	404W225	45	45	0	0	0	0			\$0.00
	V87991430			BT18-085-17	36-volt Battery	404W274	45	45	0	0	0	0			\$0.00
	V83990706			D3E-18-950B	36-volt Battery	XL23601	45	45	0	0	0	0			\$0.00
	V83990705			D3E-18-950B	36-volt Battery	XL23600	45	45	0	0	0	0			\$0.00
	V83990704			D3E-18-950B	36-volt Battery	XL23599	45	45	0	0	0	0			\$0.00
	V83990703			D3E-18-950B	36-volt Battery	XL23598	45	45	0	0	0	0			\$0.00
	V83990702			D3E-18-950B	36-volt Battery	XL23597	45	45	0	0	0	0			\$0.00
	V83990701			D3E-18-950B	36-volt Battery	XL23596	45	45	0	0	0	0			\$0.00
	V83990699			D3E-18-950B	36-volt Battery	XL23594	45	45	0	0	0	0			\$0.00
	V83990697			D3E-18-950B	36-volt Battery	XL23592	45	45	0	0	0	0			\$0.00
	V83990696			D3E-18-950B	36-volt Battery	XL23591	45	45	0	0	0	0			\$0.00
	V83990695			D3E-18-950B	36-volt Battery	XL23590	45	45	0	0	0	0			\$0.00
	V83990694			D3E-18-950B	36-volt Battery	XL23589	45	45	0	0	0	0			\$0.00
	V83990693			D3E-18-950B	36-volt Battery	XL23588	45	45	0	0	0	0			\$0.00
	87000210V	2000		E8521	Battery	46140	35	35	0	0	0	0			\$0.00
	87000209V	2000		E8521	Battery	46139	35	35	0	0	0	0			\$0.00
	87000208V	2000		E8521	Battery	46138	35	35	0	0	0	0			\$0.00
	87000207V	2000		E8521	Battery	46137	35	35	0	0	0	0			\$0.00
	87000206V	2000		E8521	Battery	46136	35	35	0	0	0	0			\$0.00
	87000205V	2000		E8521	Battery	46135	35	35	0	0	0	0			\$0.00
	87000204V	2000		E8521	Battery	46134	35	35	0	0	0	0			\$0.00
	87000203V	2000		E8521	Battery	46133	35	35	0	0	0	0			\$0.00
	87000202V	2000		E8521	Battery	46132	35	35	0	0	0	0			\$0.00

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Insp *	Contract	Year	Make	Model	Description	Serial No.	Fair Market Value		Orderly Liquidation Value		Distressed Value		Condition	% Disc	LTSR Liquidation
							Current	Year One	Current	Year One	Current	Year One			
	87000921V	2000		EB321	Battery	46131	35	35	0	0	0	0		off	\$5
	87000930V	2000		EB321	Battery	46130	35	35	0	0	0	0			\$0.00
	87000919V	2000		EB321	Battery	46129	35	35	0	0	0	0			\$0.00
	87000928V	2000		EB321	Battery	46128	35	35	0	0	0	0			\$0.00
	87000921V	2000		EB321	Battery	46127	35	35	0	0	0	0			\$0.00
	87000912V	2000		EB321	Battery	46126	35	35	0	0	0	0			\$0.00
	87000921V	2000		EB321	Battery	46125	35	35	0	0	0	0			\$0.00
	87000920V	2000		EB321	Battery	46124	35	35	0	0	0	0			\$0.00
	87000919V	2000		EB321	Battery	46123	35	35	0	0	0	0			\$0.00
	87000921V	2000		EB321	Battery	46122	35	35	0	0	0	0			\$0.00
	87000926V	2000		EB321	Battery	46121	35	35	0	0	0	0			\$0.00
	87000925V	2000		EB321	Battery	46120	35	35	0	0	0	0			\$0.00
	87000924V	2000		EB321	Battery	46119	35	35	0	0	0	0		0%	\$0.00
	V82090393			SSC-12-550	24-volt Battery	KX(E8)350	35	35	0	0	0	0			\$0.00
	V82000084			W3-12-865	24-volt Battery	XL24254	35	35	0	0	0	0			\$0.00
	V82000083			W3-12-865	24-volt Battery	XL24253	35	35	0	0	0	0			\$0.00
	V81990723			W3-18-865B	36-volt Battery	XL24372	45	45	0	0	0	0			\$0.00
	V81990722			W3-18-865B	36-volt Battery	XL24371	45	45	0	0	0	0			\$0.00
	V81990720			W3-18-865B	36-volt Battery	XL24370	45	45	0	0	0	0			\$0.00
	V81990721			W3-18-865B	36-volt Battery	XL24369	45	45	0	0	0	0			\$0.00
TOTALS							\$2,443,770	\$1,591,670	\$1,308,725	\$1,067,875	\$1,308,725	\$1,067,875			\$761,162.50



Printed: 3/30/2005  
File: 05-06-2005 Master Asset List.xls



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**Fixtures, Furniture & Equipment**  
**EEC Building**

Qty.	Description	Location	Purchase Date	Condition	Fair Market Value		Orderly Liquidation		Distressed Value	
					Current	Year One	Current	Year One	Current	Year One
1	Desk, Secretarial	AP Office			20	18	13	11	10	9
1	Calculator, Sharp	AP Office			2	2	1	1	1	0
1	Computer / Dell S/N FD23P21	AP Office	2004		200	180	125	113	100	99
1	File Cabinet, 2 Drawer	AP Office			20	18	13	11	10	9
2	File Cabinet, 4 Drawer	AP Office			30	27	19	17	15	14
1	Phone	AP Office	2001		10	9	6	6	5	4
1	Chair, Secretarial	AP Office			10	9	6	6	5	4
1	Credenza, Secretarial	AP Office			20	18	13	11	10	9
1	Space Heater	AP Office			4	4	3	2	2	1
1	Word Processor, Brother Model ML100	AP Office	2001		10	9	6	6	5	4
					0	0	0	0		
1	Desk, Secretarial	GG Office			20	18	13	11	10	9
1	Desk, Computer	GG Office			20	18	13	11	10	9
1	Phone	GG Office	2001		10	9	6	6	5	4
1	Chair, Secretarial	GG Office			10	9	6	6	5	4
2	Chair, Side	GG Office			10	9	6	6	5	4
1	Phone	GG Office	2001		10	9	6	6	5	4
1	Calculator		2001		10	9	6	6	5	4
1	Computer / Dell S/N FS0SW051		2004		200	180	125	113	100	99
1	Printer HP Deskjet 842C		2001		20	18	13	11	10	9
1	File Cabinet, 5 Drawer Lateral				40	36	25	23	20	19
					0	0	0	0		
1	Desk, Secretarial	JW Office			20	18	13	11	10	9
1	Computer / Dell S/N FS0SW051	JW Office	2004		200	180	125	113	100	99
1	Phone	JW Office	2001		10	9	6	6	5	4
1	Printer HP Laserjet 1200	JW Office	2001		20	18	13	11	10	9
1	Chair, Secretarial	JW Office			10	9	6	6	5	4
1	Credenza, Secretarial	JW Office			30	27	19	17	15	14
2	Chair, Side	JW Office			10	9	6	6	5	4
					0	0	0	0		
1	Desk, Executive	NR Office			60	54	38	34	30	29
1	Calculator, Casio	NR Office	2001		2	2	1	1	1	0
1	Computer / Dell S/N 21SW051	NR Office	2004		200	180	125	113	100	99
1	Bookshelf, Executive 2 Shelf	NR Office			10	9	6	6	5	4
1	Chair, Executive	NR Office			20	18	13	11	10	9
2	Credenza, Executive	NR Office			40	36	25	23	20	19
4	File Cabinet, 4 Drawer	NR Office			30	27	19	17	15	14
1	Phone	NR Office	2001		10	9	6	6	5	4
1	Printer HP Deskjet 950C	NR Office	2001		20	18	13	11	10	9
1	Printer HP Laserjet 4050	NR Office	2001		20	18	13	11	10	9
1	Chair, Secretarial	NR Office			10	9	6	6	5	4
					0	0	0	0		
1	Desk, Secretarial	VH Office			20	18	13	11	10	9
1	Calculator, Canon	VH Office			2	2	1	1	1	0

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**Fixtures, Furniture & Equipment  
EEC Building**

Qty.	Description	Location	Purchase Date	Condition	Fair Market Value		Orderly Liquidation		Distressed Value	
					Current	Year One	Current	Year One	Current	Year One
1	Calculator, TI	VH Office			2	2	1	1	1	0
1	Computer / Dell S/N CN-OC3152-70821-445-G1	VH Office	2004		200	180	125	113	100	99
1	File Cabinet, 2 Drawer Lateral	VH Office			20	18	13	11	10	9
1	File Cabinet, 3 Drawer Lateral	VH Office			30	27	19	17	15	14
1	File, 2 Drawer Rolling Pendaflex	VH Office			10	9	6	6	5	4
1	Phone	VH Office	2001		10	9	6	6	5	4
1	Printer HP Deskjet 940C S/N MX15P6F11F	VH Office	2001		20	18	13	11	10	9
1	Printer OKI Microline 320	VH Office	2001		10	9	6	6	5	4
1	Chair, Secretarial	VH Office			10	9	6	6	5	4
1	Chair, Side	VH Office			10	9	6	6	5	4
1	Desk, Secretarial	Office #5			0	0	0	0		
1	Chair, Secretarial	Office #5			20	18	13	11	10	9
1	Phone	Office #5	2001		10	9	6	6	5	4
1	File Cabinet, 4 Drawer	Office #5			30	27	19	17	15	14
1	Bookshelf, 6 Shelf	Office #5			10	9	6	6	5	4
1	Desk, Secretarial	Office #6			0	0	0	0		
1	Chair, Secretarial	Office #6			20	18	13	11	10	9
1	Chair, Side	Office #6			10	9	6	6	5	4
1	Phone	Office #6	2001		10	9	6	6	5	4
1	File Cabinet, 2 Drawer	Office #6			20	18	13	11	10	9
1	Desk, Secretarial	Office #7			0	0	0	0		
1	Chair, Secretarial	Office #7			20	18	13	11	10	9
1	Credenza, Secretarial	Office #7			10	9	6	6	5	4
1	Chair, Side	Office #7			20	18	13	11	10	9
2	Phone	Office #7	2001		10	9	6	6	5	4
1	Desk, Secretarial	JE Office			0	0	0	0		
1	Chair, Executive	JE Office			60	54	38	34	30	29
2	Bookshelf, 2 Shelf	JE Office			20	18	13	11	10	9
1	Table & 5 Chairs	JE Office			10	9	6	6	5	4
1	Phone	JE Office	2001		40	36	25	23	20	19
1	Computer / Dell S/N H0X4P41	JE Office	2004		200	180	125	113	100	99
1	Printer HP Deskjet 895	JE Office	2001		20	18	13	11	10	9
1	Printer HP Laserjet 4050	Lobby	2001		0	0	0	0		
1	Desk, Executive	Lobby			20	18	13	11	10	9
1	Credenza, Executive w/Hutch	Lobby			40	36	25	23	20	19
1	Credenza, Executive	Lobby			50	45	31	28	25	24
2	Phone	Lobby			50	45	31	28	25	24
1	Chair, Secretarial	Lobby			90	81	56	51	45	44
1	Computer, Dell S/N D0Sw051	Lobby	2004		10	9	6	6	5	4
					200	180	125	113	100	99

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**Fixtures, Furniture & Equipment  
EEC Building**

Qty.	Description	Location	Purchase Date	Condition	Fair Market Value		Orderly Liquidation		Distressed Value	
					Current	Year One	Current	Year One	Current	Year One
1	Couch	Lobby			30	27	19	17	15	14
2	Chair	Lobby			30	27	19	17	15	14
					0	0	0	0		
1	Desk, Executive	JB Office			50	45	31	28	25	24
1	Chair, Executive	JB Office			20	18	13	11	10	9
4	Chair, Side	JB Office			10	9	6	6	5	4
1	Phone	JB Office	2001		10	9	6	6	5	4
1	Loveseat	JB Office			30	27	19	17	15	14
1	Table	JB Office			20	18	13	11	10	9
					0	0	0	0		
1	Table, Conference	Conf., Room			900	810	563	506	450	449
11	Chairs	Conf., Room			150	135	94	84	75	74
1	Armchair	Conf., Room			300	270	188	169	150	149
1	Computer, Creative Live	Conf., Room	2001		100	90	63	56	50	49
1	VCR, Sony	Conf., Room	2001		30	27	19	17	15	14
1	DVD Player, Yamaha	Conf., Room	2001		40	36	25	23	20	19
1	Surround Sound Receiver, Yamaha	Conf., Room	2001		40	36	25	23	20	19
1	Overhead Projector, Sony	Conf., Room	2001		1,200	1,080	750	675	600	599
					0	0	0	0		
1	Table	Kitchen			10	9	6	6	5	4
4	Chairs	Kitchen			30	27	19	17	15	14
2	Microwave	Kitchen			10	9	6	6	5	4
1	Refrigerator	Kitchen			60	54	38	34	30	29
					0	0	0	0		
1	Table	Smoking Area			20	18	13	11	10	9
4	Chair, Side	Smoking Area			10	9	6	6	5	4
1	Microwave	Smoking Area			20	18	13	11	10	9
1	Refrigerator	Smoking Area			40	36	25	23	20	19
					0	0	0	0		
2	Cabinet, Tall Supply	File Room			20	18	13	11	10	9
2	File Cabinet, 4 Drawer Lateral	File Room			40	36	25	23	20	19
6	File Cabinet, 4 Drawer	File Room			40	36	25	23	20	19
1	File Cabinet, 5 Drawer Lateral	File Room			40	36	25	23	20	19
6	File Cabinet, 2 Drawer	File Room			20	18	13	11	10	9
1	File Cabinet, 5 Drawer	File Room			40	36	25	23	20	19
1	Cabinet, 2 Shelf	File Room			20	18	13	11	10	9
1	Copy Machine, Keyocera	File Room			400	360	250	225	200	199
1	Hole Punch, Swingline Electric	File Room			2	2	1	1	1	0
1	Shredder, Fellows	File Room			30	27	19	17	15	14
					0	0	0	0		
2	Printer, Epson DFX-5000+	Computer Rm.			30	27	19	17	15	14
4	Table, Printer	Computer Rm.			10	9	6	6	5	4
1	Cygnel	Computer Rm.			10	9	6	6	5	4
1	Digital Server	Computer Rm.			50	45	31	28	25	24

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Fixtures, Furniture & Equipment  
EEC Building

Qty.	Description	Location	Purchase Date	Condition	Fair Market Value		Orderly Liquidation		Distressed Value	
					Current	Year One	Current	Year One	Current	Year One
1	Monitor, Optique	Computer Rm.			10	9	6	6	5	4
1	Drive, Sony	Computer Rm.			10	9	6	6	5	4
1	Table, Computer	Computer Rm.			10	9	6	6	5	4
1	Fax, Brother FAX-560	Computer Rm.			10	9	6	6	5	4
1	Fax, HP 1220xi	Computer Rm.			10	9	6	6	5	4
4	File Cabinet, 2 Drawer Black				0	0	0	0	5	4
1	Printer HP Deskjet 842C	Cubicles			20	18	13	11	10	9
1	Word Processor, Brother Model ML100	Cubicles			20	18	13	11	10	9
		Cubicles			20	18	13	11	10	9
3	Desk, Secretarial	Parts			0	0	0	0		
1	Credenza, Secretarial	Parts			20	18	13	11	10	9
2	Chair, Secretarial	Parts			20	18	13	11	10	9
1	Chair, Side	Parts			10	9	6	6	5	4
1	File Cabinet, 4 Drawer	Parts			10	9	6	6	5	4
2	File Cabinet, 2 Drawer	Parts			20	18	13	11	10	9
1	Computer / Dell	Parts			10	9	6	6	5	4
1	Computer / Gateway	Parts			200	180	125	113	100	99
1	Copier / Canon	Parts			10	9	6	6	5	4
1	Fax, Brother	Parts			40	36	25	23	20	19
2	Phone	Parts			20	18	13	11	10	9
		Parts			10	9	6	6	5	4
1	Desk, Secretarial	Serv. Office			0	0	0	0		
1	Chair, Secretarial	Serv. Office			20	18	13	11	10	9
2	Chair, Side	Serv. Office			10	9	6	6	5	4
1	Computer	Serv. Office			10	9	6	6	5	4
1	Table	Serv. Office			20	18	13	11	10	9
		Serv. Office			20	18	13	11	10	9
6	File Cabinet, 4 Drawer	Shop			0	0	0	0		
1	Bearing Press	Shop			40	36	25	23	20	19
1	Drill Press, Dayton G Speed	Shop			50	45	31	28	25	24
1	Grinder	Shop			70	63	44	39	35	34
1	Drill Press, Tristar	Shop			40	36	25	23	20	19
1	Band Cutter, Tristar	Shop			100	90	63	56	50	49
1	Welder, Gas Muller	Shop			10	9	6	6	5	4
1	Welder, Hobart Electric	Shop			100	90	63	56	50	49
2	Welder, Alarco Electric	Shop			100	90	63	56	50	49
1	Welder, Scetylene Set	Shop			150	135	94	84	75	74
1	Saw, Milwaukee	Shop			200	180	125	113	100	99
1	Crimper, Enerpac Procrimp	Shop			20	18	13	11	10	9
1	Wash Station	Shop			30	27	19	17	15	14
1	Engine Puller & Stand	Shop			50	45	31	28	25	24
1	Compressor	Shop			400	360	250	225	200	199
1	Steam Cleaner	Shop			400	360	250	225	200	199

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Fixtures, Furniture & Equipment  
EEC Building

Qty.	Description	Location	Purchase Date	Condition	Fair Market Value		Orderly Liquidation		Distressed Value	
					Current	Year One	Current	Year One	Current	Year One
1	Desk, Executive Upstairs	Shop			20	18	13	11	10	9
1	Compressor	Dennis Van			0	0	0	0		
1	Computer, S/N GoSW051	Dennis Van			60	54	38	34	30	29
1	Jack	Dennis Van			200	180	125	113	100	99
1	Hose Press	Dennis Van			30	27	19	17	15	14
1	GELX Hand Set 1C364SLXHS1	Dennis Van			30	27	19	17	15	14
					0	0	0	0	0	
					0	0	0	0		
3	Cabinet, Double Door 4 shelf	Toyota Bldg			30	27	19	17	15	14
2	Banding Reel	Toyota Bldg			30	27	19	17	15	14
1	Compressor, Blue Max	Toyota Bldg			100	90	63	56	50	49
1	Refrigerator	Toyota Bldg			60	54	38	34	30	29
1	Grinder	Toyota Bldg			40	36	25	23	20	19
1	Tune Up Center Diagnostic	Toyota Bldg			300	270	188	169	150	149
1	Fan, 24" Tall	Toyota Bldg			10	9	6	6	5	4
3	Compressor	Toyota Bldg			50	45	31	28	25	24
25	File Cabinet, 4 Drawer	Toyota Bldg			30	27	19	17	15	14
15	File Cabinet, 2 Drawer	Toyota Bldg			20	18	13	11	10	9
2	Desk, Secretarial	Toyota Bldg			20	18	13	11	10	9
					0	0	0	0		
1	Compressor	Leroy Van			50	45	31	28	25	24
					0	0	0	0		
1	Table	Conf Upstairs			80	72	50	45	40	39
8	Chairs	Conf Upstairs			80	72	50	45	40	39
1	Desk, Executive	Conf Upstairs			60	54	38	34	30	29
1	Credenza, Executive	Conf Upstairs			60	54	38	34	30	29
1	Computer Desk, Executive	Conf Upstairs			60	54	38	34	30	29
1	Chair, Executive	Conf Upstairs			20	18	13	11	10	9
1	Computer	Conf Upstairs			20	18	13	11	10	9
					0	0	0	0		
		Michael Van			0	0	0	0		
					0	0	0	0		
					10,574	9,517	6,609	5,948	5,287	5,286

**EXHIBIT D**

**BancorpSouth Lenders Collateral**

Exhibit D

Group One  
Located at 4155 Questway, Memphis, TN

Three (3) Crown Model 40GPW Serial Numbers: 7A128035, 7A128036, 7A127275

Twenty-four (24) Crown Model 50FCTT Serial Numbers: 9A110041, 9A110042, 9A110043, 9A110044, 9A110045, 9A110090, 9A110091, 9A110092, 9A110093, 9A110094, 9A110095, 9A110096, 9A110097, 9A110098, 9A110135, 9A110137, 9A110138, 9A110139, 9A110140, 9A110141, 9A110142, 9A110143, 9A110145, 9A110146

Twenty-four (24) Powerline Batteries Model 024-085F-21 Serial Numbers: XC934981, XC934982, XC934983, XC934984, XC934985, XC934986, XC934987, XC934988, XC934989, XC934990, XC934991, XC934992, XC934993, XC934994, XC934995, XC934996, XC934997, XC934998, XC934999, XC935000, XC935001, XC935002, XC935003, XC935004

Twenty-four (24) Powerline Chargers Model LG240865F3B Serial Numbers: 99G10326, 99G10327, 99G10328, 99G10329, 99G10330, 99G10331, 99G10332, 99G10333, 99G10334, 99G10335, 99G10336, 99G10337, 99G10338, 99G10339, 99G10340, 99G10341, 99G10342, 99G10343, 99G10344, 99G10345, 99G10346, 99G10347, 99G10348, 99G10349

Twenty-four (24) 55-HS-A037/SS 37" wide Fork Positioners Serial Numbers: 55HS14100287S, 55HS14100288S, 55HS14100289S, 55HS14100290S, 55HS14100291S, 55HS14100292S, 55HS14100293S, 55HS14100294S, 55HS14100295S, 55HS14100296S, 55HS14100297S, 55HS14100298S, 55HS14100299S, 55HS14100300S, 55HS14100301S, 55HS14100302S, 55HS14100303S, 55HS14100304S, 55HS14100305S, 55HS14100306S, 55HS14100307S, 55HS14100308S, 55HS14100309S, 55HS14100310S

One (1) Cascade rotator model 40RRB-20A Serial Number 91145-03

MTC battery handling system plus electrical materials and installation serial number 52602 including but not limited to one 600 amp 480 volt feeder & panelboard with three 42 circuit subpanels, one 400 amp 480 volt feeder & panelboard with two 42 circuit subpanels, wireway with fifty-nine circuits for eighty-one 30 amp 480 volt outlets, 600 amp feeder with 400 amp feeder and MTC model PCH-2-24-TS triple stacking power changer together with all replacements, modifications, accessions or any part thereof.

Three (3) Crown model 40GPW Serial Numbers: 7A128035, 7A128036, 7A127275

One (1) Crown RR5020-45 Reach Truck S/N 1A206657



Two (2) Powerline 12-125F-15 Batteries S/N XC933765 and XC933766

One (1) Powerline LG120865F3B Charger S/N 99G09891

ONE (1) CROWN MODEL NUMBER 50FCTT SERIAL NUMBER 9A111053

ONE (1) POWERLINE CHARGER NUMBER MODEL LG24-865F3 SERIAL NUMBER 99M12728

ONE (1) 55F-FPS-A037 37" FORK POSITIONER AND INSTALLATION KIT SERIAL NUMBER 94185-01

ONE (1) POWERLINE BATTERY MODEL 24-85-F21 SERIAL NUMBER XH937941

One (1) Crown SP3040-30 Stockpicker S/N: 1A206657

Two (2) Powerline 12-125F-15 Batteries S/N: XC933765 and XC933766

One (1) Powerline LG120865F3B Charger S/N: 99G09891

Six (6) Crown RR5020-45 Reach Trucks S/N: 1A206573, 1A206579, 1A206574, 1A206447, 1A206515, 1A206683

Twelve (12) Powerline 18-125F-17 Batteries S/N: XC933767, XC933768, XC933769, XC933770, XC933771, XC933772, XC933773, XC933774, XC933775, XC933776, XC933777, XC933778

Six Powerline LG18-1050F3 Chargers S/N: 99G09885, 99G09886, 99G09887, 99G09888, 99G09889, 99G09890

**Group Two**  
**Located at 5665 E. Raines Road, Memphis, TN**

One (1) Crown Stockpicker Model Number SP3010-30 S/N: 1A212731

Two (2) Exide Batteries Model Number 12-160G-11 S/N: 05XG106877 and 05XG106878

One (1) Exide Charger Model Number SGN-12-865 Serial Number XH15490

Four (4) Crown Forklifts (Stockpickers) Model Number SP3010-30 S/N: 1A205070, 1A205112, 1A205197, 1A205197, 1A205188

Four (4) Exide Batteries Model Number 12-160G-11 S/N: 5XB092469, 5XB092470, 5XB092471, 5XB092472

Four (4) Exide Chargers Model Number SGN-12-865 S/N: XA4577, XA4578, XA4579, XA45780

All leases and rental agreements in which CTK Services, LLC is lessor or assignee and all contract rights, accounts and general intangibles incident thereto and arising therefrom.

All leases in which Equipment Engineering Co., Inc. is lessor or assignee and all contract rights, accounts and general intangibles incident thereto and arising therefrom.

The real property (wherever located) described in the deeds of trust recorded as instruments JF 1277, KH 0196 and LC 7033 in the Shelby County Register's Office, Memphis, Shelby County, Tennessee.

Group Three  
Located at 442 E. Stonewall Road, Byhalia, MS

CROWN

	<u>MODEL#</u>	<u>SERIAL#</u>
1	SP3040-30	1A218489
2	SP3040-30	1A218496
3	SP3040-30	1A218511
4	SP3040-30	1A218512
5	SP3040-30	1A218513
6	SP3040-30	1A218514
7	SP3040-30	1A218515
8	SP3040-30	1A218516
9	SP3040-30	1A218610
10	SP3040-30	1A218611
11	SP3040-30	1A218612
12	SP3040-30	1A218613
13	SP3040-30	1A218614
14	SP3040-30	1A218615
15	SP3040-30	1A218616
16	SP3040-30	1A218712
17	SP3040-30	1A218713
18	SP3040-30	1A218714
19	SP3040-30	1A218715
20	SP3040-30	1A218716
21	SP3040-30	1A218717
22	SP3040-30	1A218783
23	SP3040-30	1A218784
24	SP3040-30	1A218786
25	SP3040-30	1A218787
26	SP3040-30	1A218785
27	SP3040-30	1A218788
28	SP3040-30	1A218789
29	SP3040-30	1A218497
1	PE3540-60	6A175527
2	PE3540-60	6A175528
3	PE3540-60	6A175529
4	PE3540-60	6A175530
1	RR5020-45	1A219025
2	RR5020-45	1A219026
3	RR5020-45	1A219027
4	RR5020-45	1A219028
5	RR5020-45	1A219029
6	RR5020-45	1A219030
7	RR5020-45	1A219031

8	RR5020-45	1A219085
9	RR5020-45	1A219202
10	RR5020-45	1A219203
11	RR5020-45	1A219204
12	RR5020-45	1A219205
13	RR5020-45	1A219206
14	RR5020-45	1A219207
15	RR5020-45	1A219208
16	RR5020-45	1A219209
17	RR5020-45	1A219210
18	RR5020-45	1A219211
19	RR5020-45	1A219212
20	RR5020-45	1A219213
21	RR5020-45	1A219298
22	RR5020-45	1A219299
23	RR5020-45	1A219300

1	50FCTT	9A111920
2	50FCTT	9A111923
3	50FCTT	9A111934
4	50FCTT	9A111935
5	50FCTT	9A111937
6	50FCTT	9A111938

1	SC4040-35	9A112246
2	SC4040-35	9A112235
3	SC4040-35	9A112236
4	SC4040-35	9A112237
5	SC4040-35	9A112238
6	SC4040-35	9A112239
7	SC4040-35	9A112240
8	SC4040-35	9A112241
9	SC4040-35	9A112242

## THOMAS &amp; BETTS - CHARGERS

	EXIDE MODEL#	SERIAL NUMBERS:
1	WI-12-550	XL23951
2	WI-12-550	XL23952
3	WI-12-550	XL23953
4	WI-12-550	XL23954
1	D3E-18-1200	XL23956
2	D3E-18-1200	XL23957
3	D3E-18-1200	XL23958
4	D3E-18-1200	XL23959
5	D3E-18-1200	XL23960
6	D3E-18-1200	XL23961
7	D3E-18-1200	XL23962
8	D3E-18-1200	XL23963
9	D3E-18-1200	XL23964
10	D3E-18-1200	XL23965
11	D3E-18-1200	XL23966
12	D3E-18-1200	XL23967
13	D3E-18-1200	XL23968
14	D3E-18-1200	XL23969
15	D3E-18-1200	XL23970
16	D3E-18-1200	XL23971
17	D3E-18-1200	XL23972
18	D3E-18-1200	XL23973
19	D3E-18-1200	XL23974
20	D3E-18-1200	XL23975
21	D3E-18-1200	XL23976
22	D3E-18-1200	XL23977
23	D3E-18-1200	XL23978
1	D3E-12-1050	XK22912
2	D3E-12-1050	XK22913
3	D3E-12-1050	XK22914
4	D3E-12-1050	XK22915
5	D3E-12-1050	XK22916
6	D3E-12-1050	XK22917
7	D3E-12-1050	XK22918
8	D3E-12-1050	XK22919
9	D3E-12-1050	XK22920
10	D3E-12-1050	XK22921
11	D3E-12-1050	XK22922
12	D3E-12-1050	XK22923
13	D3E-12-1050	XK22924

14	D3E-12-1050	XK22925
15	D3E-12-1050	XK22926
16	D3E-12-1050	XK22927
17	D3E-12-1050	XK22928
18	D3E-12-1050	XK22929
19	D3E-12-1050	XK22930
20	D3E-12-1050	XK22931
21	D3E-12-1050	XK22932
22	D3E-12-1050	XK22933
23	D3E-12-1050	XK22934
24	D3E-12-1050	XK22935
25	D3E-12-1050	XK22936
26	D3E-12-1050	XK22937
27	D3E-12-1050	XK22938
28	D3E-12-1050	XK22939
29	D3E-12-1050	XK22940
1	D3E-18-850	XK22812
2	D3E-18-850	XK22813
3	D3E-18-850	XK22814
4	D3E-18-850	XK22815
5	D3E-18-850	XK22816
6	D3E-18-850	XK22817
7	D3E-18-850	XK22818
8	D3E-18-850	XK22819
9	D3E-18-850	XK22820
1	D3-24-850	XK22836
2	D3-24-850	XK22837

## THOMAS &amp; BETTS - BATTERIES

## EXIDE MODEL#

## SERIAL NUMBERS:

1	12-E75-13	AXL-170430
2	12-E75-13	AXL-170431
3	12-E75-13	AXL-170432
4	12-E75-13	AXL-170433
5	12-E75-13	AXL-170434
6	12-E75-13	AXL-170435
7	12-E75-13	AXL-170436
8	12-E75-13	AXL-170437
9	12-E75-13	AXL-170438
10	12-E75-13	AXL-170439
11	12-E75-13	AXL-170440
1	12-E85-13	AXL-169359
2	12-E85-13	AXL-169360
3	12-E85-13	AXL-170667

4	12-E85-13	AXL-170668
5	12-E85-13	AXL-170669
6	12-E85-13	AXL-170670
7	12-E85-13	AXL-170673
8	12-E85-13	AXL-170672
9	12-E85-13	AXL-169709
10	12-E85-13	AXL-169710
11	12-E85-13	AXL-169717
12	12-E85-13	AXL-169718
13	12-E85-13	AXL-170721
14	12-E85-13	AXL-170722
15	12-E85-13	AXL-170723
16	12-E85-13	AXL-170724

1	18-E155-17	AXL-170241
2	18-E155-17	AXL-170242
3	18-E155-17	AXL-170243
4	18-E155-17	AXL-170244
5	18-E155-17	AXL-170245
6	18-E155-17	AXL-170246
7	18-E155-17	AXL-170247
8	18-E155-17	AXL-170248
9	18-E155-17	AXL-170249
10	18-E155-17	AXL-170250
11	18-E155-17	AXL-170251
12	18-E155-17	AXL-170252
13	18-E155-17	AXL-170253
14	18-E155-17	AXL-170254
15	18-E155-17	AXL-170255
16	18-E155-17	AXL-170256
17	18-E155-17	AXL-170257
18	18-E155-17	AXL-170258
19	18-E155-17	AXL-170259
20	18-E155-17	AXL-170260
21	18-E155-17	AXL-170261
22	18-E155-17	AXL-170262
23	18-E155-17	AXL-170263
24	18-E155-17	AXL-170264
25	18-E155-17	AXL-170265
26	18-E155-17	AXL-170266
27	18-E155-17	AXL-170267
28	18-E155-17	AXL-170268
29	18-E155-17	AXL-170269
30	18-E155-17	AXL-170270
31	18-E155-17	AXL-170271
32	18-E155-17	AXL-170272
33	18-E155-17	AXL-170273
34	18-E155-17	AXL-170274
35	18-E155-17	AXL-170275



36	18-E155-17	AXL-170276
37	18-E155-17	AXL-170277
38	18-E155-17	AXL-170278
39	18-E155-17	AXL-170279
40	18-E155-17	AXL-170280
41	18-E155-17	AXL-170281
42	18-E155-17	AXL-170282
43	18-E155-17	AXL-170283
44	18-E155-17	AXL-170284
45	18-E155-17	AXL-170285
46	18-E155-17	AXL-170286

1	12E-125-15	AXL-170449
2	12E-125-15	AXL-170450
3	12E-125-15	AXK-166490
4	12E-125-15	AXL-170452
5	12E-125-15	AXL-170453
6	12E-125-15	AXK-166489

1	12-E155-15	AXK-167358
2	12-E155-15	AXK-167359
3	12-E155-15	AXK-167360
4	12-E155-15	AXK-167361
5	12-E155-15	AXK-167362
6	12-E155-15	AXK-167363
7	12-E155-15	AXK-167364
8	12-E155-15	AXK-167365
9	12-E155-15	AXK-167366
10	12-E155-15	AXK-167367
11	12-E155-15	AXK-167368
12	12-E155-15	AXK-167369
13	12-E155-15	AXK-167370
14	12-E155-15	AXK-167371
15	12-E155-15	AXK-167372
16	12-E155-15	AXK-167373
17	12-E155-15	AXK-167374
18	12-E155-15	AXK-167375
19	12-E155-15	AXK-167376
20	12-E155-15	AXK-167377
21	12-E155-15	AXK-167378
22	12-E155-15	AXK-167379
23	12-E155-15	AXK-167380
24	12-E155-15	AXK-167381
25	12-E155-15	AXK-167382
26	12-E155-15	AXK-167383
27	12-E155-15	AXK-167384
28	12-E155-15	AXK-167385
29	12-E155-15	AXK-167386
30	12-E155-15	AXK-167387

31	12-E155-15	AXK-167388
32	12-E155-15	AXK-167389
33	12-E155-15	AXK-167390
34	12-E155-15	AXK-167391
35	12-E155-15	AXK-167392
36	12-E155-15	AXK-167393
37	12-E155-15	AXK-167394
38	12-E155-15	AXK-167395
39	12-E155-15	AXK-167396
40	12-E155-15	AXK-167397
41	12-E155-15	AXK-167398
42	12-E155-15	AXK-167399
43	12-E155-15	AXK-167400
44	12-E155-15	AXK-167401
45	12-E155-15	AXK-167402
46	12-E155-15	AXK-167403
47	12-E155-15	AXK-167404
48	12-E155-15	AXK-167405
49	12-E155-15	AXK-167406
50	12-E155-15	AXK-167407
51	12-E155-15	AXK-167408
52	12-E155-15	AXK-167409
53	12-E155-15	AXK-167410
54	12-E155-15	AXK-167411
55	12-E155-15	AXK-167412
56	12-E155-15	AXK-167413
57	12-E155-15	AXK-167414
58	12-E155-15	AXK-167415

1 1B-E100-17

AXL-170455.

1	18-E85-19	AXK-167751
2	18-E85-19	AXK-167752
3	18-E85-19	AXK-167753
4	18-E85-19	AXK-167754
5	18-E85-19	AXK-167746
6	18-E85-19	AXK-167747
7	18-E85-19	AXK-167748
8	18-E85-19	AXK-167749
9	18-E85-19	AXK-167750
10	18-E85-19	AXK-167219
11	18-E85-19	AXK-167220

12 18-E85-19  
 13 18-E85-19  
 14 18-E85-19  
 15 18-E85-19  
 16 18-E85-19  
 17 18-E85-19  
 18 18-E85-19  
 19 18-E85-19  
 20 18-E85-19  
 21 18-E85-19  
 22 18-E85-19  
 23 18-E85-19  
 24 18-E85-19  
 25 18-E85-19  
 26 18-E85-19  
 27 18-E85-19  
 28 18-E85-19  
 29 18-E85-19  
 30 18-E85-19  
 31 18-E85-19  
 32 18-E85-19  
 33 18-E85-19

AXK-167221  
 AXK-167222  
 AXK-167223  
 AXK-167224  
 AXK-167225  
 AXK-167226  
 AXK-167227

AXL 170824  
 AXL 170825  
 AXL 170826  
 AXL 170827  
 AXL 170828  
 AXL 170829  
 AXL 170830  
 AXL 170831  
 AXL 170832  
 AXL 170833  
 AXL 170834  
 AXL 170835  
 AXL 170836  
 AXL 170837  
 AXL 170838

1 24-E-100-19  
 2 24-E-100-19  
 3 24-E-100-19  
 4 24-E-100-19  
 5 24-E-100-19

AXK-162229  
 AXK-162230  
 AXK-162231  
 AXK-167228  
 AXK-167232

**EXHIBIT A**  
**TO FINANCING STATEMENT FROM**  
**CTK, INC. D/B/A LIFT X TECHNOLOGIES, AS DEBTOR**  
**AND**  
**BANCORPSOUTH BANK, AS SECURED PARTY**

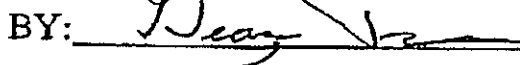

All contract rights, accounts, inventory, equipment and general intangibles, including, but not limited to, all contract rights, accounts and general intangibles incident to and arising from any and all lease or rental agreements in which debtor is lessor and Cummins Engine Co. is lessee. PURCHASE MONEY SECURITY INTEREST IN THE FOLLOWING:

MTC battery handling system plus electrical materials and installation serial number 52602 including but not limited to one 600 amp 480 volt feeder & panelboard with three 42 circuit subpanels, one 400 amp 480 volt feeder & panelboard with two 42 circuit subpanels, wireway with fifty-nine circuits for eighty-one 30 amp 480 volt outlets, 600 amp feeder with 400 amp feeder and MTC model PCH-2-24-TS triple stacking power changer together with all replacements, modifications, accessions or any part thereof.

Above equipment to be located at Cummins Engine Company, 4155 Questway, Memphis, Shelby County, Tennessee or wherever located.

CTK, INC. D/B/A LIFT X TECHNOLOGIES

BY:    
Title

BY:    
Title

**EXHIBIT E**

**Wachovia Lenders Collateral**

EXHIBIT E

Manufacturer	Model #	S/N
Mitsubishi	FGC25K-LP	AF82C03188
Mitsubishi	FGC25	AF82C03088
Mitsubishi	FGC25	AF82C03129
Mitsubishi	FGC25K	AF82C03186
Mitsubishi	FGC25K	AF82C02995
Mitsubishi	FGC25K-LP-HO	AF82C90137
Mitsubishi	FGC25	AF82C03005
Mitsubishi	FGC25K-LP	AF82C03189
Mitsubishi	FGC25K-LP-HO	AF82C90146
Mitsubishi	FGC25K-LP	AF82C03311
Mitsubishi	FGC25	AF82C03615
Mitsubishi	FGC25K	AF82C90133
Mitsubishi	FGC25	AF82C03190
Mitsubishi	FGC25KH	AF82C90148
Mitsubishi	FGC25	AF82C03316
Mitsubishi	FGC25	AF82C03319

K:\WP\JEAN\CTK\EXHIBIT2.WPD

**EXHIBIT F**

**Panchikal and Terrell Release**



Terrell Release

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June \_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, BancorpSouth Bank (hereinafter referred to as, the "Releasor"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that Releasor is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that Releasor was given adequate time to consider all implications of this Release prior to executing it; and that Releasor has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that Releasor fully understands the meaning and intent of this instrument.

BANCORPSOUTH BANK

By: \_\_\_\_\_  
Name: David E. Ferrell  
Title: Sr. Vice President

**GENERAL RELEASE**

**THIS GENERAL RELEASE** (the "Release") entered on \_\_\_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, BancorpSouth Bank (hereinafter referred to as, the "Releasor"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, Bernard Panchikal (hereinafter referred to as the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that Releasor is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that Releasor was given adequate time to consider all implications of this Release prior to executing it; that Releasor has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that Releasor fully understands the meaning and intent of this instrument.

BANCORPSOUTH BANK

By: \_\_\_\_\_

Name: David E. Ferrell

Title: Sr. Vice President

**GENERAL RELEASE**

**THIS GENERAL RELEASE** (the "Release") entered on this June\_\_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, Wachovia Bank, National Association, successor by merger to SouthTrust Bank ("Wachovia") (hereinafter referred to as the "Releasor"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, Bernard Panchikal ("Panchikal") (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that it is legally competent and authorized to execute this Release and fully accept the responsibility thereof; that it was given adequate time to consider all implications of this Release prior to executing it; and that it has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that it fully understands the meaning and intent of this instrument.

WACHOVIA BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Andy Raine  
Title: Vice President

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") entered on this June \_\_\_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, Wachovia Bank, National Association, successor by merger to SouthTrust Bank, ("Wachovia") (hereinafter referred to as the "Releasor"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasor states that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasor and Releasee to cause Releasor to sign this Release; that it is of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that it was given adequate time to consider all implications of this Release prior to executing it; and that it has had the opportunity to freely and fully consult with and seek the advice of whomever it deemed appropriate, including counsel of its own choice and which it has done; and that it fully understands the meaning and intent of this instrument.

WACHOVIA BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Andy Raine  
Title: Vice President

**GENERAL RELEASE**

**THIS GENERAL RELEASE** (the "Release") entered on this June \_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, CitiCapital Commercial Corporation ("CitiCapital Commercial"), CitiCapital Commercial Leasing Corporation ("CitiCapital Leasing"), and CitiCorp Del-Lease, Inc. ("CitiCapital Del.") (hereinafter collectively referred to as, the "Releasors"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, Bernard Panchikhal ("Panchikhal") (hereinafter collectively referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasors state that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasors and Releasee to cause Releasors to sign this Release; that they are of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that they were given adequate time to consider all implications of this Release prior to executing it; and that they have had the opportunity to freely and fully consult with and seek the advice of whomever they deemed appropriate, including counsel of each of their own choice and which they have done; and that they fully understand the meaning and intent of this instrument.



CITICAPITAL COMMERCIAL  
CORPORATION

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICAPITAL COMMERCIAL  
LEASING CORPORATION

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICORP DEL-LEASE, INC.

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

GENERAL RELEASE

**THIS GENERAL RELEASE** (the "Release") entered on this June \_\_\_, 2005 for and in consideration of the promises and other good and valuable consideration set forth in a certain Settlement Agreement of even date which includes the parties set forth below (the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, CitiCapital Commercial Corporation ("CitiCapital Commercial"), CitiCapital Commercial Leasing Corporation ("CitiCapital Leasing"), and CitiCorp Del-Lease, Inc. ("CitiCapital Del.") (hereinafter collectively referred to as, the "Releasors"), does hereby **RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE AND PROVIDED THAT NO EVENT OF DEFAULT HAS OCCURRED OR EXISTS UNDER THE SETTLEMENT AGREEMENT**, George M. Terrell (hereinafter referred to as, the "Releasee"), from any and all claims, demands, damages, judgments, rights, obligations, actions, causes of action, counter-claims, suits, costs, losses and expenses, of any kind, description or nature whatsoever, liquidated and unliquidated, fixed and contingent, direct and indirect, under any state law, federal law or common law specifically arising out of or in any way connected or related to the Settlement Agreement and all underlying documents and transactions associated therewith or described therein.

This Release shall not operate as an admission of liability on the part of anyone.

**THIS RELEASE SHALL NOT BECOME EFFECTIVE UNTIL RELEASED FROM ESCROW PURSUANT TO PARAGRAPH 20 OF THE SETTLEMENT AGREEMENT.**

Releasors state that the consideration for executing this Release is the consideration set forth in the Settlement Agreement and that no additional promise, agreement or understanding of any kind or nature has been made between Releasors and Releasee to cause Releasors to sign this Release; that they are of legally competent and authorized to execute this Release and fully accept the responsibility thereof; that they were given adequate time to consider all implications of this Release prior to executing it; and that they have had the opportunity to freely and fully consult with and seek the advice of whomever they deemed appropriate, including counsel of each of their own choice and which they have done; and that they fully understand the meaning and intent of this instrument.

CITICAPITAL COMMERCIAL  
CORPORATION

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICAPITAL COMMERCIAL  
LEASING CORPORATION

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

CITICORP DEL-LEASE, INC.

By: \_\_\_\_\_  
Name: Patricia G. McCormack  
Title: Sr. Vice President

EXHIBIT G

District Court Stipulation

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION AT MEMPHIS**

**CITICAPITAL COMMERCIAL CORPORATION  
f/k/a ASSOCIATES COMMERCIAL CORPORATION;  
CITICAPITAL COMMERCIAL LEASING CORPORATION  
f/k/a ASSOCIATES LEASING, INC.;  
and CITICORP DEL-LEASE, INC.**

**Plaintiffs,**

**vs.**

**CAUSE NO. 03-CV-2605 BA**

**CTK, INC. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH;  
CTK SERVICES, LLC;  
EQUIPMENT ENGINEERING COMPANY;  
BERNARD PANCHIKAL,  
individually and d/b/a LIFT TRUCK SERVICE & RENTALS; and  
GEORGE TERRELL,**

**Defendants.**

**STIPULATED CONSENT ORDER  
OF FRCP 41(a) DISMISSAL WITHOUT PREJUDICE**

Come now the parties hereto and announce to the Court that it is agreed and stipulated among them that the above-captioned matter should be dismissed without prejudice, subject and pursuant to the Settlement Agreement attached hereto as Exhibit A which is approved by the Court and incorporated herein, this Court retaining jurisdiction for the limited purpose of enforcement of same .

**IT IS SO ORDERED.**

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

Date: \_\_\_\_\_

**STIPULATED, AGREED AND APPROVED:**

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**BERNARD PANCHIKAL**, individually  
and d/b/a Lift Truck Service & Rentals,  
Defendant

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**GEORGE TERRELL**, Defendant

**APPERSON, CRUMP & MAXWELL, PLC**

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Attorneys for Defendants  
CTK, Inc. d/b/a LIFT X TECHNOLOGY and d/b/a TOYOTA LIFT SOUTH;  
CTK Services, LLC; and Equipment Engineering Company

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**RUSSELL J. JOHNSON, ESQ.** (BPR #      )  
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**THE WINCHESTER LAW FIRM**

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## Notice of Distribution

This notice confirms a copy of the document docketed as number 43 in case 2:03-CV-02605 was distributed by fax, mail, or direct printing on August 1, 2005 to the parties listed.

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Honorable J. Breen  
US DISTRICT COURT